



**REQUEST FOR PROPOSALS
FOR
COMMUNITY DEVELOPMENT BLOCK GRANT – LOW
INCOME HOUSING TAX CREDITS (CDBG-LIHTC),
AFFORDABLE RENTAL PROGRAM (ARP), RESTORE
LOUISIANA PROGRAM FUNCTIONAL SUPPORT SERVICES**

RFP No. 107140-062

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**State of Louisiana
Division of Administration
Office of Community Development**

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REQUEST FOR PROPOSALS FOR PIGGYBACK/ARP/RESTORE LOUISIANA FUNCTIONAL SUPPORT

PART 1: ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Purpose

The Louisiana Division of Administration, Office of Community Development (hereinafter referred to as the “OCD”) is issuing this Request for Proposals (RFP) to solicit Proposals from interested entities to provide functional support for the Community Development Block Grant-Low Income Housing Tax Credits (CDBG-LIHTC) Program (herein referred to as “Piggyback Program”), the Affordable Rental Program (herein referred to as “ARP Program”), and certain housing related aspects of various Restore Louisiana programs (herein referred to as “Restore Louisiana Program”), and the resiliency/mitigation programs administered by OCD. In addition to the programs previously referenced, functional support services may also be requested by OCD to provide those services to other similar programs, including other federally funded (in whole or in part) disaster recovery or resilience/mitigation programs occurring as a result of past or future disasters or other initiatives, currently existing or yet to be defined, which OCD administers or has a stakeholder interest. The Piggyback Program, ARP Program, the Restore Louisiana Program and other programs are collectively known as the “Program”. These programs are described in Action Plans and their amendments and may be viewed online at http://www.doa.la.gov/Pages/ocd-dru/Action_Plans.aspx. Multiple awards may be made from this RFP.

The selected Contractor(s) will be responsible for providing functional support needed to facilitate Program administration including, but not limited to, assuming the duties and responsibilities remaining to complete awards and funding for eligible applicants in the Program, documenting ongoing business requirements of the related Program, performing funding application review, pre-closing financial review, post-completion financial review, asset management and assisting with the development and implementation of future funding initiatives as needed.

Upon request by OCD, the selected Contractor(s) must work with other State contractors and subrecipients, other state agencies, representatives and/or employees from the Division of Administration to facilitate Program operations or similar programs of subrecipients. The selected Contractor(s) will be required to perform specific services as required by the OCD. The general information contained in this RFP is complete and accurate to the best knowledge of OCD and based upon circumstances existing at the time the RFP was prepared. Any such data and information released with the RFP are representations and not warranted by OCD.

The Proposer(s) awarded the Contract(s) resulting from this RFP will be paid the actual billable rates proposed or lower negotiated rates for all programs served.

Please note that a joint venture shall not be eligible to be a prime contractor.

1.2 Background

The State of Louisiana, through the OCD, is receiving funds through the Community Development Block Grant (CDBG) Program for disaster recovery necessary and mitigation due to various events affecting Louisiana, including, but not limited to, the Severe Storms and Flooding (2016), the National Disaster Recovery Competition (2016) as well as HUD CDBG mitigation funding (2019). CDBG funds for disaster recovery and mitigation are overseen and managed by the OCD.

As the state's central point for disaster recovery, OCD manages one of the most extensive rebuilding efforts in American history, working closely with local, state and federal partners to ensure that Louisiana's recovery is safer, stronger and smarter than before. The U.S. Department of Housing and Urban Development has appropriated Community Development Block Grant-Disaster Recovery ("CDBG-DR") funds to Louisiana for recovery from the 2005, 2008, 2012 and 2016 storms:

- \$13.4 billion for recovery from hurricanes Katrina and Rita in 2005;
- \$1.09 billion for recovery from hurricanes Gustav and Ike in 2008;
- \$66.4 million for recovery from Hurricane Isaac in 2012;
- \$92.6 million from HUD's National Disaster Resilience Competition in 2016; and
- \$1.7 billion for recovery from the 2016 Severe Storms and Flooding.
- \$1.2 billion from HUD's CDBG-Mitigation program

OCD, as part of the disaster recovery housing programs, has several types of larger (8+ units) multi-family housing programs, including the Piggyback Program which supports affordability for low-income residents of Louisiana primarily in properties receiving Low Income Housing Tax Credits. The Piggyback Program was designed to assist in the creation of affordable and mixed-income multi-family rental housing to help replace the rental housing stock lost due to hurricanes Katrina, Rita, Gustav, Ike, Isaac and the Great Floods of 2016. The affordable and mixed-income properties developed by the Piggyback Program have proven to be a nationwide best practice, supplying high-quality residential developments in attractive neighborhoods that eliminate the pockets of poverty and social inequities so often associated with traditional low-income housing projects. A description of the Piggyback Program can be viewed at: <http://www.doa.la.gov/OCDDRU/Piggyback%20Program%20Description.pdf>.

The ARP Program restores and creates affordable rental housing particularly for individuals with low and moderate incomes.

The Restore Louisiana Program promotes creation of affordable housing stock to replace and augment that which was damaged by the 2016 Severe Storms and Flooding. A description of the Restore Louisiana Piggyback 2018 Program can be viewed at <https://cdn2.hubspot.net/hubfs/4280063/Document%20Libraries/Housing%20Recovery/Piggyback%20Program/CDBG2018PiggybackprogramdesignV9c.pdf> and https://www.lhc.la.gov/hubfs/Document%20Libraries/Housing%20Development/Funding%20Opportunities/PRIME%20NOFA/PRIME%20NOFA%20Version%201.2%20-%202019_0122.pdf?hsLang=en-us.

Through loan repayments generated through these programs, OCD continues to provide affordable multifamily housing through various models. Additionally, as part of its resilience and mitigation programs, OCD can directly (through funding) or indirectly (through planning of new communities) create opportunities for development or improvement of multifamily housing facilities which provide affordable housing.

As of the date of this RFP, Louisiana has been impacted by Hurricane Laura, Hurricane Delta and Hurricane Zeta, and multifamily housing projects continue to be impacted by the consequences of the COVID-19. While there are not currently additional CDBG grants to address the impact of these events on the multifamily housing industry in Louisiana, OCD continues to assess the unmet needs and to examine forms of relief or assistance it may provide through existing programs and to prepare for the eventuality of additional disaster recovery funding to address these event.

The work to be performed is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

1.3 Goals and Objectives

The goals and objectives under the Contract(s) include the following:

- 1. To support the rehabilitation and/or development of affordable and mixed-income multi-family rental housing on eligible sites in designated disaster impacted areas.**
- 2. To obtain Program services which meet OCD's business requirements.**

1.4 Terms of Contract

The term of any contract(s) resulting from this RFP shall begin on or about September 5, 2021 and is anticipated to end on September 4, 2024. OCD may exercise an option to extend for up to twenty-four (24) additional months at the same rates, terms and conditions of the initial contract term. Prior to the extension of the contract beyond the initial thirty-six (36) month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the contract amendment to the Office of State Procurement (OSP) to extend contract terms beyond the initial 3-year term. The total contract term, with extensions, shall not exceed five (5) years. The continuation of the Contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

1.5 Definitions

ARP – Denotes Affordable Rental Program.

CDBG (Community Development Block Grant) - A federal program that provides communities with resources to address a wide range of unique community development needs.

Contractor - Any person having a contract with a governmental body; the selected proposer.

Discussions - For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.

E.O. - Executive Order

HUD - U.S. Department of Housing and Urban Development

LAC - Louisiana Administrative Code

OCD - The State of Louisiana's Office of Community Development established within the Division of Administration and charged with administering expenditures of CDBG for disaster recovery and mitigation and monitoring those funds spent by the State.

OSP – Denotes Office of State Procurement.

PRIME-Resilient and Mixed Income Piggyback Program

Proposal – Denotes a response to a RFP

Proposer - A firm or individual who responds to this RFP.

RFP - Request for Proposals

R.S. - Revised Statute

Section 3 - Section 3 of the Housing and Urban Development Act of 1968, as amended.

Shall, Must or Will - Denotes mandatory requirement that must be met without alteration.

Should, Can or May - Denotes a desirable, non-mandatory language.

SPM - State Program Manager

State - The State of Louisiana

1.6 Schedule of Events

EVENT	DATE
Advertise RFP and email public announcements	February 3, 2021
Deadline for receipt of written inquiries	4pm CST, February 15, 2021
Issue responses to written inquiries	March 4, 2021
Deadline for receipt of proposals All proposals shall remain sealed until the date and time listed.	3pm CDT, March 18, 2021
Oral Presentations on or about, if required	Week of April 5, 2021
Announce award of Contractor selection	On or about June 1, 2021
Contract Effective Date	September 5, 2021

NOTE: The State of Louisiana reserves the right to change this schedule of RFP events, as it deems necessary. Revisions, if any, before the Proposal Submission Deadline will be formalized by the issuance of an addendum to the RFP

1.7 Proposal Submittal

Proposals must be received in hard copy (printed) version by the Piggyback/ARP/Restore Louisiana Functional Support RFP Coordinator on or before the date and time specified in the Section 1.6, Schedule of Events. Fax, mail or e-mail submissions shall not be acceptable.

Proposals should be labeled:

Proposal Name: **Piggyback/ARP/Restore Louisiana Functional Support**

Proposals may be delivered at proposer's expense by hand or courier service to OCD's physical location at:

Division of Administration

Office of Community Development

617 N. Third St., 6th Floor

Baton Rouge, LA. 70802

**ATTN: Piggyback/ARP/Restore Louisiana Functional Support RFP Coordinator
225-342-0856**

NOTE: HARD COPIES OF PROPOSALS MUST BE DELIVERED DURING OFFICE HOURS: 8 AM to 4:30 PM CDT.

Proposers should be aware of security requirements for the building and allow time to be photographed and presented with a temporary identification badge. Proposers shall solely be responsible for ensuring that its courier service provider makes inside deliveries to the OCD physical location. It is solely the responsibility of each Proposer to ensure that their Proposal is delivered at the specified place and prior to the deadline for submission. Proposals received after the deadline will not be considered. OCD is not responsible for any delays caused by the Proposer's chosen means of Proposal delivery. Proposers are hereby advised that the U.S. Postal Service does not make deliveries to OCD's physical location.

1.8 Qualification for Proposer

1.8.1 Mandatory Requirements

Mandatory Requirements (Failure to satisfy mandatory requirements will result in rejection of the Proposal.)

The Proposer shall provide a statement of whether, in the last ten (10) years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, the explanation providing relevant details. **This statement must be provided even if there are/were no such proceedings.**

The Proposer shall provide a statement of whether there are any pending Securities Exchange Commission investigations involving the Proposer, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) will impair the Proposer's performance in a contract under this RFP. **These statements must be provided even if there are/were no such proceedings.**

The Proposer shall provide a statement documenting all open or pending litigation initiated by Proposer or where Proposer is a defendant in a customer matter. **These statements must be provided even if there are/were no such proceedings.**

The Proposer shall provide a statement of the Proposer's involvement in litigation and/or any suspension or debarment proceedings that could affect this work. A suspension or debarment proceeding which could affect this work is any proceeding, whether pending or concluded, that involves a governmental entity. If no such litigation, suspension or debarment exists, Proposer shall so state.

Proposers shall provide a listing of all contracts they currently have with any Louisiana governmental entity. The list must include the contracting party, a short description of services, beginning and ending dates and contact name, title, phone and email for the contracting party. If there are no such contracts, a statement to that effect shall be provided.

1.8.2 Desirable Qualifications

OCD desires that the Proposer's resources meet or exceed the qualifications listed below.

1. The Project Director should possess the qualifications identified below.
 - A four (4) year Bachelor's degree from an accredited university. A combination of education and relevant experience will also be considered.
 - Seven (7) years of large-scale project management experience.
 - Seven (7) years' experience performing financial review and analysis in affordable housing consulting to include leveraging private capital with Community Development Block Grants and Low Income Housing Tax Credits.
 - Three (3) years of multi-family affordable housing experience in the public sector.
 - Thorough knowledge of the various Community Development Block Grant program types.
 - Large project procurement and contract negotiation experience.
 - Experience with Multi-Family Real Estate Development and Asset Management.
 - Knowledge, skills, and abilities necessary to develop monitoring plans for federal programs, including, but not limited to, fair housing, housing tax credit and occupancy compliance.
 - Excellent public relations skills, written and oral communication skills, strong analytical skills, ability to work independently, and effective interpersonal skills.
 - Experience with developing electronic monitoring scheduling, tracking, and reporting systems.
 - Change management experience and consensus building abilities.
 - Ability to coordinate with others inside or outside the organization to share information, make decisions, and/or implement effective solutions to problems or complaints.

2. The **Consultant-1** should possess the qualifications identified below.

- A four (4) year Bachelor's degree in Finance or related field from an accredited university. A combination of education and relevant experience will also be considered.
- Three (3) years of large-scale multi-family affordable housing project experience in the public sector contributing at a senior functional analyst or subject matter expert capacity level.
- Experience performing financial review and analysis in affordable housing consulting to include leveraging private capital with Community Development Block Grants and Low Income Housing Tax Credits.
- Working knowledge of the various Community Development Block Grant program types.
- Knowledge, skills, and abilities necessary to develop monitoring plans for federal programs, including, but not limited to, fair housing, housing tax credit and occupancy compliance.
- Experience with electronic monitoring scheduling, tracking, and reporting systems.
- Excellent public relations skills, written and oral communication skills, strong analytical skills, ability to work independently, and effective interpersonal skills.
- Consensus building abilities.

3. The **Consultant-2** should possess the qualification identified below.

- A four (4) year Bachelor's degree in Finance or related field from an accredited university. A combination of education and relevant experience will also be considered.
- Five (5) years of large-scale multi-family affordable housing project experience in the public sector contributing at a senior functional analyst or subject matter expert capacity level.
- Five (5) years' experience performing financial review and analysis in affordable housing consulting to include leveraging private capital with Community Development Block Grants and Low Income Housing Tax Credits.
- Thorough knowledge of the various Community Development Block Grant program types.
- Knowledge, skills, and abilities necessary to develop monitoring plans for federal programs, including, but not limited to, fair housing, housing tax credit and occupancy compliance.
- Excellent public relations skills, written and oral communication skills, strong analytical skills, ability to work independently, and effective interpersonal skills.
- Experience with electronic monitoring scheduling, tracking, and reporting systems.
- Ability to provide high-level expertise across a broad range of business and subject matter areas.
- Change management experience and consensus building abilities.
- Ability to coordinate with others inside or outside the organization to share information, make decisions, and/or implement effective solutions to problems or complaints.

1.9 Proposal Response Format

Proposers should respond to this RFP with a Technical Proposal, Cost Proposal, and Financial Statements as separate bound documents. Proposals should include enough information to satisfy

evaluators that the Proposer has the appropriate experience and qualifications to perform the Scope of Work/Services as described herein. Proposers should respond to all requested areas. No pricing information should be included in the Technical Proposal. The technical and cost proposals should be submitted as two separate documents, but should be submitted together.

The Cost Proposal must be submitted using the Cost Proposal, Attachment III.

If any part of the Cost Proposal Template, Attachment III is:

- **Left blank;**
- **Multiple prices are proposed for any hourly rate; or**
- **Any changes are made to wording in the Cost Template,**

THE PROPOSAL WILL BE CONSIDERED NON-RESPONSIVE

The original proposal will be retained by the State for incorporation by reference in any contract(s) resulting from this RFP. The original proposal must be signed by those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. The person signing the proposal must be:

- A current corporate officer, partnership member, or other individual specifically authorized to submit a proposal as reflected in the appropriate records on file with the Secretary of State, if the Proposer is a corporation; or
- An individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or
- Identified in other documents indicating authority which are acceptable to the State.

Documentation evidencing that the individual signing the proposal has the authority to sign it and bind the entity must be included in the proposal.

Proposals submitted for consideration should follow the format and order of presentation described below:

1.9.1 Cover Letter

A cover letter should be submitted on the Proposer's official business letterhead explaining the intent of the Proposer and including the signature of an authorized representative.

1.9.2 Table of Contents

The proposal should be organized in the order contained below.

1.9.3 Executive Summary

This section should serve to introduce the scope of the proposal. It should include administrative information including, Proposer contact name and phone number, and the stipulation that the proposal is valid for a time period of at least one hundred and eighty (180) calendar days from the date of submission. This section should also include a summary of the Proposer's qualifications and ability to meet the OCD's overall requirements.

It should include a positive statement of compliance with the contract terms. If the Proposer cannot comply with any of the contract terms, an explanation of each exception should be supplied. The Proposer must address the specific language in Attachment II Sample Contract, and submit whatever exceptions or exact contract modifications that its firm may seek. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered. Selection of a Proposer does not require the State to agree to the proposed deviations.

1.9.4 Corporate Background/Financial Condition/Experience

The Proposer should describe its firm by providing its full legal name, date of establishment, type of entity and business expertise, short history, current ownership structure, any recent or materially significant proposed change in ownership, and copies of the previous three (3) years financial statements, preferably audited. The State reserves the right to request any additional information to assure itself of a Proposer's financial status, qualifications, capacity and experience.

This section should provide a detailed discussion of the Proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract including but not limited to CDBG Piggyback/ARP/Restore Louisiana functional support experience. Proposers should describe their experience in other states or in corporate/governmental entities of comparable size and diversity with references from previous clients including names, telephone numbers, and email addresses.

The Proposer should also provide any information uniquely relevant in evaluating the experience of the Proposer to handle the proposed work and describe the Proposer's presence in and commitment to Louisiana.

If the Proposer intends to subcontract for portions of the work, the Proposer should clearly identify any contractual arrangements and should include specific designations of the tasks to be performed by the subcontractor (including all independent contractors). The same background and experience information should be provided for all the known subcontractors. Financial statements will not be required for subcontractors.

Proposer should meet the following standards:

- The Proposer should demonstrate successful experience in Louisiana and in other states or in corporate and governmental entities of comparable size and diversity with references from previous clients including client name, address, industry, contact person and title, telephone number, and email address.
- Proposer and/or subcontractor(s) identified in the Proposal should have the demonstrated capacity to immediately deploy sufficient qualified personnel to complete services required.
- The Proposer should demonstrate in the Proposal that it has sufficient and qualified staff already dedicated to contract solicitations and management to enter into and manage any subcontracts proposed in the Proposal, if the Proposer intends to utilize subcontractors.
- The Proposer and/or subcontractor(s) identified in the Proposal should have sufficient, demonstrated financial capacity to carry out the program.

1.9.5 Approach and Methodology

Proposals should include enough information to satisfy evaluators that the Proposer has the appropriate experience, knowledge, and qualifications to perform the Scope of Work/Services as described herein. Proposers should respond to all requested areas.

The Proposal should:

- a. Describe its understanding of the nature of the project and how its Proposal will best meet the needs of the OCD;
- b. Provide a project narrative which describes the Proposer's overall approach including the proposed strategies to accomplishing the services set forth in Part 2, Scope of work/Services;
- c. Provide a proposed project work plan that fully details services to be performed along with the responsible party and expected activities, deliverables, and performance measures;
- d. Describe the Proposer's accounting and billing practices, to include a description of the Proposer's system for tracking the status of projects and budget expenditures;
- e. Describe the Proposer's approach to identifying the State's needs, as well as project management and quality assurance.

1.9.6 Proposed Project Staff

The Proposer should provide detailed information about the experience and qualifications of all the Proposer's personnel likely to be assigned to this project (including subcontractor personnel). This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability. Customer references (name, title, company name, address, telephone number, and email address) should be provided for the cited projects in the individual resumes. No key personnel may be assigned to the resulting contract without the written consent of the State.

Proposers should clearly describe their ability to meet or exceed the desirable qualifications in Section 1.8.2 and include any supporting documentation (i.e., resumes, etc.).

1.9.7 Cost Proposal

The Proposer shall fill out Attachment III, Cost Proposal Template in its entirety and include it in the proposal.

If any part of the Cost Proposal Template, Attachment III is:

- **Left blank;**
- **Multiple prices are proposed for any hourly rate; or**
- **Any changes are made to wording in the Cost Template,**

THE PROPOSAL WILL BE CONSIDERED NON-RESPONSIVE.

The successful Proposer(s) from this RFP may not charge higher than the proposed billable rates. OCD reserves the right to negotiate lower rates for all services or portions thereof. OCD requires the proposed or lower negotiated rates be effective for the entire contract term and any option period.

1.9.7.1 Hourly Fee Basis

Use the Cost Proposal Template, Attachment III, to provide the billing rate by labor classification to provide the services described within Part 2, Scope of Work/Services. Desirable qualifications for each labor category are included in Section 1.8.2, Desirable Qualifications. Proposers must anticipate that personnel will work a maximum of forty (40) hours per week onsite to complete the assigned tasks. Any hours above forty (40) per week may require approval by the State and/or State Program Manager (SPM) and will be paid at the same agreed-upon billing rate listed in the Cost Proposal Template, Attachment III or a lower negotiated rate.

Contractor(s) will be paid the appropriate hourly rate while on authorized in-state field travel on behalf of OCD under the resulting contract(s). Contractor(s) will be paid fifty percent (50%) of the appropriate hourly rate while on authorized out-of-state travel on behalf of OCD under the resulting contract(s). In addition, Contractor(s) will be paid travel expenses in accordance with PPM 49 for travel authorized by OCD.

Payment for services performed on an hourly fee basis will be made based on invoices submitted to the State documenting hours expended multiplied by the applicable hourly rate. All invoices will be supported by documentation including, but not limited to, the name of the person, labor description, hours worked, function, billable rate, description of work provided and such other information as determined by the SPM.

Hourly rates shall be inclusive of all Contract related expenses (i.e., administrative costs for invoicing and organizing contractor personnel and files, office space, copies, office and field equipment, etc.) for providing the services described herein. etc. Only time, properly billed and approved by the OCD such as travel expenses and authorized reimbursable expenses related to Third Party Requests for Release of Information under Section 3.4 of Attachment II, Sample Contract, will be paid. No additional expenses of any sort will be paid under the Contract(s).

These proposed hourly rates (or lower negotiated rates) will be in effect for the entire term of the Contract.

1.9.7.2 State Furnished Resources

State shall appoint a State Program Manager (SPM) for the Contract who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of the Contract, the assigned SPM shall be the principle point of contact on behalf of the State and will be the principle point of contact for Contractor concerning Contractor's performance under the Contract.

Regulatory applicability determinations made by the State or agreements made between various governmental agencies shall remain as the responsibility of the State. In no way shall Contractor be responsible for the technical, regulatory or legal veracity and acceptability of determinations made

by the persons other than its agents, employees, or contractors. Such agreements, determinations and communications shall be provided to Contractor to facilitate completion of the Scope of Work/Services.

State recognizes there may be a requirement under federal, state or local statutes or regulations to report the results of Contractor's findings to appropriate regulatory agencies. Contractor is not responsible for advising the State about the State's or others reporting obligations and State agrees that it or others shall be responsible for all reporting, unless Contractor has an independent duty to report under applicable law. In those situations, Contractor will provide State with advance notice that Contractor believes that it has an obligation to report as well as the substance of the report it intends to make.

The OCD will provide specific project information to the Contractor necessary to complete Services described herein. All records, reports, documents and other material delivered or transmitted to the Contractor by the OCD shall remain the property of the OCD and shall be returned by the Contractor to the OCD, upon request, at termination, expiration or suspension of the Contract.

All records, reports, documents, or other material or data, including electronic data, related to the Contract and/or obtained or prepared by the Contractor, and all repositories and databases compiled or used, regardless of the source of information included therein, in connection with performance of the Services contracted for herein shall become the property of the OCD, and shall, upon request, be returned by the Contractor to the OCD at termination or expiration of the Contract. Cost incurred by the Contractor to compile and transfer information for return to the OCD shall be billed on a time basis, subject to the maximum amount of the Contract. Software and other materials owned by the Contractor prior to the date of the Contract and not related to the Contract shall be and remain the property of the Contractor.

1.9.8 Certification Statement

The Proposer must sign and submit the Certification Statement shown in Attachment I.

1.9.9 Outsourcing of Key Internal Controls

Not applicable to this RFP.

1.10 Number of Copies of Proposal

The State requests that the number of technical and cost proposal copies detailed in Section 1.11 be submitted to the Piggyback/ARP/Restore Louisiana Functional Support RFP Coordinator at the address specified. The portable devices shall include the Proposal in both PDF format and in Microsoft Word format with hyperlinks to the sections from the table of contents. At least one (1) copy of the Proposal should contain original signatures of those company officials or agents duly authorized to sign Proposals or contracts on behalf of the organization. A certified copy of a board resolution or other such document granting such authority should be submitted if Proposer is a corporation. The copy of the Proposal with original signatures will be retained for incorporation in any contract resulting from this RFP.

1.11 Technical and Cost Proposals

The State requests the following:

One (1) Original (clearly marked “Original”) and six (6) numbered paper copies of the Technical Proposal. All should be clearly marked Technical Proposal.

Two (2) portable devices (i.e. USB flash drive) of the entire technical proposal in PDF and Word format. All should be clearly marked Technical Proposal.

One (1) Original (clearly marked “Original”) and one (1) paper copy of the Cost Proposal. All should be clearly marked Cost Proposal.

Two (2) portable devices (i.e. USB flash drive) of the entire cost proposal in PDF and Word format. All should be clearly marked Cost Proposal.

If applicable, Proposer should also submit one (1) paper copy and one (1) portable drive including the redacted version of the proposal. All should be clearly marked Redacted

NOTE: Financial statements for any Proposer who is a non-publicly traded entity should be submitted separately from the technical proposal. Two (2) hard copies of the appropriate financial statements should be submitted and clearly marked “Financial Statements”.

1.12 Legibility/Clarity

Responses to the requirements of this RFP in the formats requested are desirable and all questions should be answered in as much detail as practicable. The Proposer’s response should demonstrate an understanding of the requirements. Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposer’s ability to meet the requirements of the RFP. Each Proposer is solely responsible for the accuracy and completeness of its Proposal.

1.13 Confidential Information, Trade Secrets and Proprietary Information

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out the Contract, or which become available to the Contractor in carrying out the Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties.

Under no circumstance shall the Contractor discuss and/or release information to the media concerning this project without prior express written approval of OCD.

Information contained within the response that has been designated by the Proposer as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. The cost proposal will not be considered confidential under any circumstance. Any offer copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 *et. seq.*) shall be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections shall be claimed by the Proposer at the time of submission of their technical proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

The Proposer shall clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as “confidential” in order to claim protection, if any, from disclosure. The Proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of the proposal sought to be restricted in accordance with the conditions of the legend:

“The data contained in pages ____ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of its proposal, the State of Louisiana shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the State of Louisiana’s right to use or disclose data obtained from any source, including the Proposer, without restrictions.”

Further, to protect such data, each page containing such data shall be specifically identified and marked “CONFIDENTIAL”.

Proposers must be prepared to defend the reasons why the material should be held confidential. If a competing Proposer or other person seeks review or copies of another Proposer’s confidential data, the State will notify the owner of the asserted data of the request. If the State determines that the information is not confidential and the owner of the asserted data does not want the information disclosed, within two (2) business days of being notified of the State’s determination and intent to release the information, the Proposer must notify the State that it desires to seek protective relief to prevent the disclosure. Notice of the institution of legal action must be received by 5:00 pm, Louisiana central time the next business day thereafter. Neither the State nor the requesting party shall be liable for damages, attorneys’ fees or costs of the Proposer in seeking the protective order.

With respect to information which the State does agree is confidential, the Proposer must agree to indemnify the State and hold the State harmless against all actions or court proceedings that may ensue (including attorneys’ fees), which seek to order the State to disclose the information. If the owner of the asserted data refuses to indemnify and hold the State harmless, the State may disclose the information.

The State reserves the right to make any proposal, including proprietary information contained therein, available to OSP personnel, the Office of the Governor, or other State agencies or organizations for the sole purpose of assisting the State in its evaluation of the proposal. The State shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations. The proposals, including proprietary information, are also subject to disclosure to and review by the respective federal agencies administering programs for which services are provided under any contract resulting from this RFP.

Additionally, any proposal that fails to follow this section and/or La. R.S. 44:3.2(D) (1) shall have failed to properly assert the designation of trade secrets and/or privileged or confidential proprietary information and the information may be considered public record.

If the proposal contains confidential information, the Proposer shall submit a redacted copy along with a non-redacted proposal. If Proposer does not submit the redacted copy, it will be assumed that any claim to keep information confidential is waived. When submitting the redacted copy, the Proposer should clearly mark the cover as such - "REDACTED COPY" - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed.

1.14 Proposal Clarifications Prior to Submittal

1.14.1 Pre-proposal Conference

Not required for this RFP

1.14.2 Proposer Inquiries

Written questions regarding RFP requirements or Scope of Services must be submitted to the Piggyback/ARP/Restore Louisiana Functional Support RFP Coordinator at OCD.Proposals@la.gov or as listed below.

For In Person or Courier Proposal Delivery:

Piggyback/ARP/Restore Louisiana Functional Support Coordinator
Division of Administration
Office of Community Development
617 N. Third Street, 6th Floor
Baton Rouge, La 70802

The State will consider written Proposer inquiries and requests for clarification of the content of this RFP received from potential Proposers. Written inquiries must be received by the deadline specified in the Schedule of Events, Section 1.6. The State reserves the right to modify the RFP should a change be identified that is in the best interest of the State.

Proposer is solely responsible for the timely delivery of its inquiries. Failure to meet the inquiries deadline shall result in inquiries going unanswered.

Official responses to each of the questions presented by the Proposers will be posted by the date specified in the Schedule of Events, Section 1.6. These responses can be accessed at the LaPAC website: <https://www.wcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>.

Only the Piggyback/ARP/Restore Louisiana Functional Support RFP Coordinator or designee has the authority to officially respond to Proposer's inquiries on behalf of the State. Any communications from any other individuals are not binding to the State.

1.14.3 Blackout Period

The blackout period is a specified period of time during a competitive sealed procurement process in which any Proposer, bidder, or its agent or representative, is prohibited from communicating with any state employee or contractor of the State involved in any step in the procurement process about the affected procurement. The blackout period applies not only to state employees, but also to any contractor of the State. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per Proposer Inquiries section of this RFP. All communications to and from potential Proposers, bidders, vendors and/or their representatives during the blackout period must be in accordance with this solicitation's defined method of communication with the designated contact person. The blackout period will begin upon posting of the solicitation. The blackout period will end when the contract is awarded.

In those instances, in which a prospective Proposer is also an incumbent contractor, the State and the incumbent contractor may contact each other with respect to the existing contract only. Under no circumstances may the State and the incumbent contractor and/or its representative(s) discuss the blacked-out procurement.

Any bidder, Proposer, or state contractor who violates the blackout period may be liable to the State in damages and/or subject to any other remedy allowed by law.

Any costs associated with cancellation or termination will be the responsibility of the Proposer or bidder.

Notwithstanding the foregoing, the blackout period shall not apply to:

1. A protest to a solicitation submitted pursuant to La. R.S. 39:1671;
2. Duly noticed site visits and/or conferences for bidders or Proposers;
3. Oral presentations during the evaluation process;
4. Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP.

1.15 Error and Omissions in Proposal

The OCD will not be liable for any errors in proposals. The OCD, at its option, has the right to request clarifications or additional information from the Proposers.

1.16 Changes, Addenda, Withdrawals

State reserves the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>. It is the responsibility of the Proposer to check the website for addenda to the RFP, if any.

1.17 Withdrawal of Proposal

A Proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To accomplish this, a written request signed by the authorized representative of the Proposer must be submitted to the RFP Coordinator identified in the RFP.

1.18 Waiver of Administrative Informalities

The OCD reserves the right, at its sole discretion, to waive minor administrative informalities contained in any proposal.

1.19 Proposal Rejection/RFP Cancellation

Issuance of this RFP in no way constitutes a commitment by the OCD to award a contract. The OCD reserves the right to accept or reject, in whole or part, all proposals submitted and/or cancel this announcement if it is determined to be in the OCD's best interest.

1.20 Ownership of Proposal

All materials submitted in response to this RFP shall become the property of the OCD. Selection or rejection of a proposal does not affect this right.

1.21 Cost of Proposal Preparation

The OCD shall not be liable for any costs incurred by Proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to this RFP are entirely the responsibility of the Proposer and shall not be reimbursed in any manner by the OCD.

1.22 Taxes

Contractor is responsible for payment of all applicable taxes from the funds to be received under the Contract.

In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue (LDR) shall determine that the prospective Contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the LDR prior to the approval of the Contract by the Office of State Procurement (OSP). The

prospective Contractor hereby attests to its current and/or prospective compliance, and agrees to provide its seven-digit LDR Account Number to the Agency so that the prospective Contractor's tax payment compliance may be verified. The prospective Contractor further acknowledges understanding that issuance of a tax clearance certificate by LDR is a necessary precondition to the approval and effectiveness of the Contract by OSP. The Agency reserves the right to withdraw its consent to the Contract without penalty and proceed with alternate arrangements should the Contractor fail to resolve any identified apparent outstanding tax compliance discrepancies with LDR within seven (7) days of such notification.

1.23 Determination of Responsibility

Determination of the proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34: 2536. The OCD must find that the selected Proposer(s):

Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;

Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;

Is able to comply with the proposed or required time of delivery or performance schedule;

Has a satisfactory record of integrity, judgment, and performance; and

Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for the OCD to make its determination by presenting acceptable evidence of the above to perform the contracted services.

1.24 Prohibition of Joint Ventures/Subcontracting Information

The OCD shall have one or more Contractor(s) as the result of any contract negotiation, and that Contractor(s) shall be responsible for deliverables specified in the RFP and proposal. **A joint venture shall not be eligible to be a prime contractor.** These general requirements notwithstanding, Proposers may enter into subcontractor arrangements; however, they shall acknowledge in their proposals total responsibility for the entire contract.

If the Proposer intends to subcontract for portions of the work, the Proposer shall identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. The prime Contractor shall be the single point of contact for all subcontract work. Every subcontract shall incorporate and follow the terms of the contract between the prime Contractor and the State.

Unless provided for in the contract with the OCD, the Contractor(s) shall not contract with any other party for any of the services herein contracted without the express prior written approval of the OCD.

1.25 Written or Oral Discussion/Presentations

The OCD, at its sole discretion, may require all Proposers reasonably susceptible of being selected for the award to provide an oral presentation of how it proposes to meet the OCD's program

objectives. Commitments made by the Proposer at the oral presentation, if any, will be considered binding.

If oral presentations are required, the original scores for Corporate Background and Experience, Approach and Methodology, and Proposed Project Staff may be adjusted based on this additional information, using the criteria outlined in Part 3, Evaluation, of this RFP. The cost score will remain unchanged.

1.26 Acceptance of Proposal Content

All Proposals will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals that are not in compliance will be rejected from further consideration.

1.27 Evaluation and Selection

The evaluation of proposals will be accomplished by an evaluation team, to be designated by the OCD, which will determine the proposal(s) most advantageous to the OCD, taking into consideration price and the other evaluation factors set forth in the RFP.

The evaluation team may consult subject matter expert(s) to serve in an advisory capacity regarding any Proposer or proposal. Such input may include, but not be limited to, analysis of Proposer financial statements, review of technical requirements, or preparation of cost score data.

1.28 Contract Award and Execution

The OCD reserves the right to enter into a contract(s) without further discussion of the proposal submitted based on the initial proposals received. The OCD reserves the right to contract with one or more proposers for all or a partial list of services offered in the proposal. The number of Proposers selected will be determined solely by the OCD based on the need for services. The OCD reserves the right to negotiate reduced payment terms with the awarded Proposer(s). The RFP and proposal of the selected Proposer shall become part of any contract initiated by the OCD.

The selected Proposer(s) shall be expected to enter into a contract that is substantially the same as the Sample Contract included in Attachment II. In no event shall a Proposer submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit with its proposal any exceptions or exact contract deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected Proposer(s).

If the contract negotiation period exceeds thirty (30) business days, the OCD may elect to cancel the award and award the contract to the next-highest-ranked Proposer(s).

1.29 Notice of Intent to Award

The evaluation team will compile the scores and make a recommendation to the head of the agency on the basis of the responsive and responsible Proposer(s) with the highest score(s). The OCD will notify the selected Proposer(s) and proceed to negotiate terms for final contract. Proposers not selected will be notified in writing accordingly. The award of a contract is subject to the approval of the Division of Administration, Office of State Procurement.

The total amount of the contract(s) awarded will be determined during contract negotiations. All contract payments will be based on final negotiated hourly rates.

The proposals received (except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq), scores of each considered proposal along with overall scores of each proposal and a narrative justifying selection shall be made available, upon request, to all interested parties after the “Notice of Intent to Award” letter has been issued.

Any person aggrieved by the proposed award has the right to submit a protest in writing to the Chief Procurement Officer within fourteen (14) calendar days after the agency issues a Notice of Intent to award a contract.

1.30 Right to Prohibit Award

In accordance with the provisions of R.S. 39:2192, any public entity shall be authorized to reject a proposal from, or not award a contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or RFP awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, and all contracts under Title 39, Chapter 17 of the Louisiana Procurement Code, including contracts for professional, personal, consulting, and social services.

1.31 Insurance Requirements for Contractors

Insurance shall be placed with insurers with an A.M. Best’s rating of no less than A-: VI. This rating requirement shall be waived for Workers Compensation coverage only.

1.31.1 Contractor’s Insurance

The Contractor shall not commence work under the Contract until he/she has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written, authorized insurance brokers of the Insurance Company written, or countersigned by an authorized Louisiana State agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any subcontractor to commence work on his/her subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced.

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the total contract amount.

1.31.2 Minimum Scope and Limits of Insurance

1.31.2.1 Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the state of the Contractor’s headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and

involves maritime exposure, applicable Longshore and Harbor Workers Compensation Act (LHWCA), Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for Workers Compensation coverage only.

The Contractor shall maintain during the life of the contract Workers' Compensation Insurance for all of the Contractor's employees employed in the performance of the Contract. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the Contract is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

1.31.2.2 Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

The Contractor shall maintain during the life of the Contract the Commercial General Liability Insurance described above which shall protect her/him during the performance of work covered by the Contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Contract, whether such operations be by herself/himself or by a subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to the State. Such insurance shall include the State as additional insured for claims arising from or as the result of the operations of the Contractor or its Subcontractors.

1.31.2.3 Professional Liability (Errors and Omissions)

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under the Contract. It shall provide coverage for the duration of the Contract and shall have an expiration date no earlier than thirty (30) days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than thirty-six (36) months from the expiration date of the policy, if the policy is not renewed.

1.31.2.4 Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

1.31.3 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and accepted by OCD. The Contractor shall be responsible for all deductibles and self-insured retentions.

1.31.4 Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1.31.4.1 Commercial General Liability, Automobile Liability Coverages

OCD, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to OCD.

The Contractor's insurance shall be primary as respects the OCD, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the OCD shall be excess and non-contributory of the Contractor's insurance.

1.31.4.2 Workers Compensation and Employers Liability Coverage

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the OCD, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the OCD.

1.31.4.3 All Coverages

All policies must be endorsed to require thirty (30) days written notice of cancellation to the OCD. Ten-day (10) written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify OCD of policy cancellations or reductions in limits.

The acceptance of the completed work, payment, failure of the OCD to require proof of compliance, or OCD's acceptance of a non-compliant certificate of insurance shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.

The insurance companies issuing the policies shall have no recourse against the OCD for payment of premiums or for assessments under any form of the policies.

Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the OCD, its officers, agents, employees and volunteers.

1.31.5 Acceptability of Insurers

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the project is located. Insurance shall be placed with insurers with an A.M. Best's rating of A-:VI or higher. This rating requirement may be waived for Workers Compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within thirty (30) days.

1.31.6 Verification of Coverage

Contractor shall furnish OCD with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by OCD before work commences and upon any contract renewal or insurance policy renewal thereafter.

The Certificate Holder shall be listed as follows:

State of Louisiana
Office of Community Development, Its Officers, Agents, Employees and Volunteers
617 N. Third Street, 6th Floor
Baton Rouge, Louisiana 70802
Piggyback/ARP/Restore Louisiana Functional Support Services

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. OCD reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain required insurance, the Contract, at the election of the OCD, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

1.31.7 Subcontractors

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. All tiers of subcontractors shall be subject to all of the requirements stated herein. Exceptions to the insurance requirements prescribed herein may be made with the written approval of OCD. Contractor shall furnish OCD with Certificates reflecting proof of required coverage for all first tier subcontractors. OCD reserves the right to request copies of all subcontractor's Certificates at any time.

1.31.8 Workers Compensation Indemnity

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of the Contract.

1.32 Indemnification and Limitation of Liability

GENERAL INDEMNITY LANGUAGE

Neither Party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The Parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under the Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State of Louisiana, all state Departments, Agencies, Boards and Commission, its officers, agents, servants, employees and volunteers, from and against all suits, claims, actions, damages, expenses and liability of every name and description relating to personal injury or death of any person and damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of the Contractor, its agents, employees, servants, partners or subcontractors, without limitation, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all state Departments, Agencies, Boards, Commission, its officers agents, servants, employees and volunteers.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling of and expenses for all claims.

INDEMNITY RELATING TO USE OF PROTECTED PROCESS OR PRODUCT

Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require. The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: (i) Authorized User's unauthorized modification or alteration of a Product; (ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; and (iii) Authorized User's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion, as the Authorized User's and the State's exclusive remedy, to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and

performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

INDEMNITY RELATING TO SPECIAL, INDIRECT OF CONSEQUENTIAL DAMAGES

Neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings. The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

1.33 Billing and Payment

The maximum amount of the contract(s) is to be determined after contract award and negotiation (the "Funds"). Payments are predicated upon successful completion and written approval by OCD of the described services and deliverables as provided in the Contract. Contractor(s) will not be paid more than the maximum amount of the Contract. No payments will be made by OCD on banking or State holidays. Invoices shall be submitted on a monthly basis using a standard invoice format provided by OCD. Invoices shall be organized so that services associated with program administration services and/or individual work orders are clearly identified in separate detailed listings of charges.

Payment of invoices must be approved by the State Program Manager (SPM) and the Financial Manager of the of OCD or designee. The State will make every reasonable effort to make payments within thirty (30) work days of receipt of invoice. If invoices are disputed or clarifications are required, OCD will notify the Contractor of its questions and Contractor shall make a reasonable effort to respond to such questions within five (5) business days.

It is understood that should Contractor fail to submit invoices within sixty (60) days following the end of each month, the State shall not be responsible for payment thereof under the Contract or in quantum meruit, unless an exception is granted by the SPM prior to the end of the sixty (60) day period. Any exception granted by the SPM may include a twenty-five (25%) reduction to the amount of the invoice submitted late.

Invoices shall be submitted to Office of Community Development, P.O. Box 94095, Baton Rouge, LA 70804-9095.

Prohibition against Advance Payments: No compensation or payment of any nature will be made in advance of services actually performed.

1.33.1 Payment for Services Provided on an Hourly Fee Basis

Payment for services performed on an hourly fee basis will be made based on invoices submitted to the State documenting hours expended multiplied by the applicable hourly rate. All invoices will be supported by documentation including, but not limited to, the name of the person, labor description, hours worked, function, billable rate, description of work provided and such other information as determined by the SPM. Contract personnel will work a maximum of 40 hours per week onsite to complete the assigned tasks. Any hours above 40 per week may require approval by the SPM and will paid at the same agreed-upon billing rate listed in Attachment III, Cost Proposal Template or lower negotiated rates.

Contractor will be paid the appropriate hourly rate while on authorized in-state field travel on behalf of OCD under the resulting contract(s). Contractor will be paid fifty percent (50%) of the appropriate hourly rate while on authorized out-of-state travel on behalf of OCD under the resulting contract(s). In addition, Contractor will be paid travel expenses in accordance with PPM 49 for travel authorized by OCD.

Hourly rates will be invoiced in accordance with the rate schedule in Attachment III, Cost Proposal Template or lower negotiated rates and shall not exceed the maximum amount of the Contract. The pricing and fee schedules in Attachment III, Cost Proposal Template or lower negotiated rates are made part of the Contract and will remain in effect for the term of the Contract. Other than travel expenses and authorized reimbursable expenses under Section 3.4, Third Party Requests for Release of Information, Attachment II, Sample Contract, no expenses will be paid under the contract.

These proposed hourly rates (or lower negotiated rates) will be in effect for the entire term of the Contract.

1.34 Termination

1.34.1 Termination of the Contract for Cause

State may terminate the Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time specified in the Contract will constitute a default and may cause cancellation of the Contract. Where the State has determined the Contractor to be in default, the State reserves the right to obtain any or all products or services covered by the Contract on the open market and to charge the Contractor with cost in excess of the Contract price. Until such assessed charges have been paid, no subsequent offer from the defaulting Contractor will be considered.

Contractor may terminate the Contract for cause based upon the failure of State to comply with the terms and/or conditions of the Contract; provided that the Contractor shall give the State written notice specifying the State's failure. If within thirty (30) days after receipt of such notice, the State shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the Contractor may, at its option, place the State in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time specified in the Contract will constitute a default and may cause cancellation of the Contract. Contractor shall be paid for all authorized services properly performed prior to termination.

Any payment to Contractor shall be limited to the compensation provided in this paragraph. Contractor shall not be entitled to any other compensation, lost profits, lost revenue or damages.

1.34.2 Termination of the Contract for Convenience

State may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. Contractor shall be entitled to payment for deliverables in progress; to the extent work has been performed as required by the Contract. Contractor shall not be entitled to any other compensation, lost profits, lost revenue or damages.

1.34.3 Termination for Non-Appropriation of Funds

The continuation of the Contract is contingent upon the appropriation of funds to fulfill the requirements of the Contract by the Louisiana Legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

1.35 Assignment

No Contractor shall assign any interest in the Contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning to a bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

Except as stated in the preceding paragraph, Contractor shall only transfer an interest in the Contract by assignment, novation, or otherwise, with prior written consent of the State. The State's written consent of the transfer shall not diminish the State's rights or the Contractor's responsibilities and obligations.

1.36 Right to Audit

Contractor shall grant to the Office of the Legislative Auditor, Inspector General's Office, the Federal Government (including HUD, FEMA, HUD-OIG, FEMA-OIG, the Comptroller General), the Division of Administration, the OCD or others so designated by them, and any other duly authorized agencies of the State the right to inspect, examine, audit, review and make excerpts or transcripts of all relevant data and records for a period of five (5) years after the closeout of OCD's federal grant providing the funds for the Contract. Contractor will be notified of the grant closeout date by OCD.

Records, including direct read access to databases and all tables, shall be made available during normal working hours for this purpose.

In the event that an examination of records results in a determination that previously paid invoices included charges which were improper or beyond the scope of the Contract, Contractor agrees that the amounts paid to the Contractor shall be adjusted accordingly, and that the Contractor shall within thirty (30) days thereafter issue a remittance to State of any payments declared to be improper

or beyond the scope of the Contract. The State may offset the amounts deemed improper or beyond the scope of the Contract against Contractor's outstanding invoices, if any.

Failure of the Contractor and/or its subcontractor to comply with the above audit requirements will constitute a violation of the Contract and may, at the OCD's option, result in the withholding of future payments and/or return of funds paid under the Contract.

1.37 Civil Rights Compliance

Contractor and its subcontractors agree to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; Federal Executive Order 11246 as amended; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968 as amended; the Housing and Community Development Act of 1974; the requirements of the Americans with Disabilities Act of 1990; 41 CFR 60-4 *et seq.*; 41 CFR 60-1.4; 41 CFR 60-1.8; 24 CFR Part 35; the Flood Disaster Protection Act of 1973; and Federal Labor Standards Provisions (form HUD-4010).

Contractor and its subcontractors agree not to discriminate unlawfully in its employment practices, and will perform its obligations under the Contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disabilities or age.

Any act of unlawful discrimination committed by Contractor or its subcontractors, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the Contract or other enforcement action.

1.38 Ownership of Documents

All records, reports, documents, or other material or data, including electronic data, related to the Contract and/or obtained or prepared by Contractor, and all repositories and databases compiled or used, regardless of the source of information included therein, in connection with performance of the Services contracted for herein shall become the property of the OCD, and shall, upon request, be returned by Contractor to the OCD at termination or expiration of the Contract. Cost incurred by Contractor to compile and transfer information for return to the OCD shall be billed on a time and materials basis, is subject to the maximum amount of the Contract. Software and other materials owned by Contractor prior to the date of the Contract and not related to the Contract shall be and remain the property of Contractor. The OCD will provide specific project information to Contractor necessary to complete Services described herein.

All records, reports, documents and other material delivered or transmitted to Contractor by the OCD shall remain the property of the OCD and shall be returned by Contractor to the OCD, upon request, at termination, expiration or suspension of the Contract. Contractor may retain a copy of its work product, subject to the requirements of the Confidentiality Section.

1.39 Entire Agreement/Order of Precedence

The Contract together with the RFP and Contractor's Proposal which are incorporated herein; shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the Contract, excluding the Request for Proposals, its amendments and the Proposal; second priority shall be given to the

provisions of the Request for Proposals and its amendments; and third priority shall be given to the provisions of the Contractor's Proposal.

1.40 Contract Modifications

No amendment or variation of the terms of the contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract shall be binding on any of the parties.

1.41 Substitution of Personnel

Personnel identified in the proposal and other key personnel, including the Contractor's Program Director, assigned during the term of the Contract shall not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is proposed. In the event that any Contractor personnel become unavailable due to resignation, illness or other factors which are beyond the Contractor's reasonable control, (excluding assignment to a project outside the Contract), the Contractor shall provide an equally qualified replacement in time to avoid delays in services or deliverables specified by the Contract or by the State Program Manager. The Contractor will make every reasonable attempt to assign the personnel listed in the submitted proposal.

1.42 Governing Law

All activities associated with this RFP process shall be interpreted under Louisiana Law. All Proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana including but not limited to L.R.S. 39:1551-1736 (Louisiana Procurement Code); purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this RFP. Venue of any action brought with regard to the Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

1.43 Claims or Controversies

Any claim or controversy arising out of the Contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1672.2-1672.4.

1.44 Code of Ethics, Conflicts and Other Procurement Limitations

Proposers are responsible for determining that there will be no conflict or violation of the Ethics Code if the Proposer (including team members) is awarded the contract. The Louisiana Board of Ethics is the only entity which can officially rule on ethics issues.

In addition to the Louisiana Ethics Code, Proposer and all subcontractors must additionally comply with Louisiana Revised Statute 42:1114.3, which prohibits participation (either directly or through a subcontractor relationship) in the contract by any statewide elected officials, legislators, the commissioner of administration, and the chief of staff or executive counsel to the governor, and any of their spouses, and any corporation, partnership, or other legal entity in which any such person owns at least five (5%). Compliance of a subcontractor will be determined based on the value of the prime contract between the State and the successful Proposer.

A proposer which either directly or through a team member is prohibited from contracting pursuant to R.S. 39:1603 may be disqualified.

A proposer and team members should not have a conflict of interest under 24 CFR 570.611. Similarly, a Proposer and team members should not have any conflicts of interest with respect to any litigation or administrative proceedings involving HUD, OCD or other CDBG grantees whether as a party, representative, or other capacity. The Proposer should identify for OCD any current or anticipated conflicts of the Proposer or its team member as of the date of the submission for a determination by OCD in its discretion whether the conflict presents a matter which can be avoided or mitigated or prevents the involved Proposer or team member from providing services.

1.45 Corporation Requirements

If the Contractor is a corporation not incorporated under the laws of the State of Louisiana, the Contractor shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Secretary of State of Louisiana.

If the Contractor is a for-profit corporation whose stock is not publicly traded, the Contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

The Contractor, and each tier of subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth in 2 CFR part 2424.

1.46 Prohibitions of Discriminatory Boycotts of Israel

In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

1.47 Public Communications

The Contractor(s) shall not issue any public communications regarding the Program and/or Contractor's activities under the Contract without the prior consent of OCD. All publications, press releases, articles, media requests/interviews or other forms of public communication must be submitted to OCD for approval prior to issuance. Furthermore, the Contractor(s) must receive prior written approval from OCD prior to participating in oral presentations or presenting/distributing printed materials regarding the Program and/or the Contractor's activities under the Contract at any conferences, symposiums or topical meetings/gatherings of a similar nature.

The Contractor(s) shall coordinate activities regarding the Program with the relevant OCD personnel, such as OCD personnel in housing, environmental, labor, monitoring and compliance, legal and finance sections.

The Contractor(s) shall not have any communication with federal or other state and/or local government agencies regarding the Program and/or the Contractor's activities under the Contract without the prior consent of OCD.

Any breach of the aforementioned terms and conditions shall constitute grounds for immediate termination of the Contract and the Contractor's forfeiture of outstanding financial obligations pursuant to the Program and the Contractor's activities under the Contract.

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PART 2: SCOPE OF WORK/SERVICES

2.1 Scope of Services

Overview

This Request for Proposals (RFP) is issued by the Office of Community Development, (herein referred to as the OCD) for the purpose of providing functional support for the Community Development Block Grant-Low Income Housing Tax Credits (CDBG-LIHTC) Program (herein referred to as “Piggyback Program”), the Affordable Rental Program (herein referred to as “ARP Program”), and certain housing related aspects of various Restore Louisiana programs (herein referred to as “Restore Louisiana Program”), and the resiliency/mitigation programs administered by OCD and potentially to include other federally funded (in whole or in part) disaster recovery or resilience/mitigation programs or initiatives, currently existing or yet to be defined, which OCD administers or has a stakeholder interest, including programs occurring as a result of past and future disaster or other federally funded initiatives. Currently, the OCD is seeking proposals from firms for work in the various Disaster Recovery and Mitigation Programs (“Programs”) described in Action Plans and their amendments which were or will be submitted to the U.S. Department of Housing and Urban Development (HUD) and which may be viewed online at http://www.doa.la.gov/Pages/ocd-dru/Action_Plans.aspx, as well as possibly expanding the services to other similar disaster recovery or mitigation programs on an as needed/as assigned basis.

The Contractor(s) awarded the Contract(s) resulting from this RFP will be paid the actual billable rates proposed or lower negotiated rates for all Programs served.

The Contractor(s) will be responsible for providing functional support needed to facilitate Program administration including, but not limited to, assuming the duties and responsibilities remaining to complete awards and funding for eligible applicants in the Program, documenting ongoing business requirements of the related Program, performing funding application review, pre-closing financial review, post-completion financial review, asset management, assisting with the development and implementation of future funding initiatives as needed.

Services provided will be in compliance with HUD and other applicable regulations. Selected Contractor(s) will maintain accurate accounting records and other evidence pertaining to costs incurred in providing services and make such records available to OCD, state, and federal auditors at all reasonable times during the contract period and for five (5) years after the date of the close out of the federal grant(s) that provided the funding. Contractor(s) will be notified of closeout date(s) by the OCD.

The Contractor(s) will be directly responsible for ensuring the accuracy, timeliness, and completion of all tasks assigned under the resulting Contract(s). Tasks to be accomplished under the resulting Contract(s) will be addressed with associated deliverables, performance measures, and timelines, among other requirements. The scope of services presented is based upon circumstances existing currently. The State reserves the right to modify or delete the scopes listed and, if appropriate, add additional scopes prior to and during the term of the Contract, subject to the approval of the OCD State Program Manager and the Office of State Procurement (OSP). Selected Contractor(s) will cooperate with each other as well as prior and successor contractors in the effective and efficient provision of functional support services.

This Scope of Services addresses the need for subject matter experts to assist OCD in performing the tasks and services described in Section 2.2.

The Contractor is encouraged to maximize use of Section 3 low- and very low-income residents and eligible businesses to the greatest extent feasible. See <https://portalapps.hud.gov/Sec3BusReg/BRegistry/SearchResults.action?metropolitanArea=METRO12940M12940> for a list of Section 3 businesses.

The Contractor is encouraged to take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises, and labor surplus area firms, are used when possible.

Part 2 details the Scope of Services and desired results that the State requires of the selected Contractor(s). The scope and quantities referenced in the RFP are estimated to be the amount needed. The State does not obligate itself to a Contract for or to accept more than their actual requirements during the period of the Contract, as determined by actual needs and availability of appropriated funds.

2.1.1 Scope of Work

As a result of this RFP, the State will be choosing Contractor(s) to provide c Piggyback/ARP/Restore Louisiana Functional Support for the implementation and administration of the Programs including but not limited to planning, homeowner, infrastructure, economic development, housing, provision of public services, resiliency and mitigation. Not all programs may require each of the tasks and functions described in Section 2.2.

2.2 Tasks and Services

The Contractor(s) shall be responsible for successfully transitioning (in conjunction with OCD and the incumbent contractor) to being the Contractor responsible for completing all required services. The Contractor(s) shall provide competent and qualified staff to work on the scope of services under the contract.

The Contractor(s) will be responsible for ensuring the accuracy, timeliness, and completion of all tasks assigned under the resulting contract(s). Tasks to be accomplished under the resulting contract(s) will be communicated by OCD. The scope of services presented is based upon circumstances existing currently. OCD reserves the right to modify or delete the tasks and services listed and, if appropriate, add additional tasks and services prior to and during the term of the Contract(s), subject to the approval of the OCD and Office of State Procurement.

At a summary level, the programs for which the services would be provided include but are not limited to:

CDBG Flood Programs- active

- Multifamily Rental Gap Program
- Flood Piggyback Program (to include PRIME)

Allocations/Expenditures-

https://www.doa.la.gov/OCDDR/Reports/Flood_Expenditures/Flood_Expenditures_Aug2020_v2.pdf

National Disaster Resilience CDBG- active

- Isle de Jean Charles
- La SAFE Fund

Allocations/Expenditures-

https://www.doa.la.gov/OCDDRU/Reports/NDR_Expenditures/NDR_Expenditures_Aug2020.pdf

Gustav/Ike- Asset Management

- G/I Piggyback
- State and Parish Affordable Rental

Allocations/Expenditures-

https://www.doa.la.gov/OCDDRU/Reports/GI_Expenditures/GI_Expenditures_Aug2020.pdf

Katrina/Rita- Asset Management

- K/R Piggyback

Allocations/Expenditures-

https://www.doa.la.gov/OCDDRU/Reports/KR_Expenditures/KR_Expenditures_Jun2018.pdf

At a summary level, these tasks include:

1. Implementation/Transition of Services
2. General Services
3. Funding Application Review
4. Pre-closing Financial and Compliance Review
5. Post-completion Financial Review
6. Asset Management Support

For each task listed below, the use of the same staff will depend on the skillset, timing of work, and needs of the Program. OCD reserves the right to adjust staffing levels depending on the actual needs of the Program. Under the supervision of and in collaboration with OCD, the selected Contractor(s) shall perform the following tasks and services as requested by OCD:

Task (1): Implementation/Transition of Services

- Assign a dedicated implementation team to manage the implementation process and the transition of services from the incumbent contractor.
- Work with OCD and incumbent contractor to transfer competencies and operational expertise essential to providing the Program functional support services with minimum disruption to the Program.
- Conduct project status implementation meetings with the State Program Manager.
- Ensure successful and timely completion of all tasks necessary to begin performance of the contract on the Contract Effective Date given in Section 1.6, Schedule of Events.

Task (2): General Services

- Provide knowledgeable staff to assist with presentation preparation and subsequent delivery, as well as attend and support outreach activities, meetings and/or discussions with developers and/or other stakeholders.
- Assist in developing and implementing future funding initiatives as needed.
- Provide ongoing advisory and consultation services relating to current and future Qualified Allocation Plans (QAP) and award issues, policy and Program changes (i.e., applicable regulations, notices, rulings, other published guidance, etc.) as well as any other issues.
- Perform analysis and corresponding documentation preparation needed to facilitate discussions with individual developers and other stakeholders' related matters such as funding, Program requirements, etc.
- Prepare and distribute policy and procedure materials as needed.
- Provide status reports within the timeframe specified by OCD at the time of request.
- Provide technical assistance, administrative support, and training to OCD and any other entities designated by OCD. This training may include, but is not limited to, training on financial deal structuring/underwriting of multi-family affordable housing developments, financial analysis of annual audited financial statements of such OCD developments and training on asset management of loans related to such OCD developments. Contractor shall provide and prepare necessary materials as it relates to the respective project assignment.

Task (3): Funding Application Review

- Perform Program and organization assessment based upon need and available resources, (including consultation with governmental and non-governmental stakeholders). This assessment includes the existing Program/funding rounds as well as potential future programs/funding rounds.
- Complete the review and scoring of any funding applications remaining from the incumbent contractor.
- Assist with change management planning and implementation, including but not limited to design of application material, design of review processes, and subsequent training of reviewers.
- Assist the OCD Loan Committee or other approving body as needed, including preparation of draft award letters for OCD review and approval.
- Review funding application(s) including, but not limited to, evaluation and scoring activities (i.e., underwriting of proposed projects to determine the projects' feasibility and viability, applicant's capacity to complete the project, etc.), draft deficiency letters and subsequent responses to draft deficiency letters.
- Maintain comprehensive information on applications and awards in accordance with all Program requirements as now in effect and as amended.
- Conduct business process engineering to study current business processes and develop new methods to improve productivity, efficiency and reduce operational costs.

Task (4): Pre-Closing Financial and Compliance Review

- Analyze developer/stakeholder proposals and concerns.
- Participate in conference calls and meetings as needed, to support OCD in discussions and negotiations of project specific issues.
- Evaluate the administrative and financial capacity of the proposed key principal(s) through review of financial statements.
- Evaluate projects for compliance with 24 CFR 35 (Lead Based Paint) and the Uniform Relocation Act (URA).

- Assist OCD with the explaining current funding opportunities as they relate to application assumptions and project design to developers and other stakeholders as well as negotiate specific arrangements with stakeholder interests.

Task (5): Post-Completion Financial Review

- Review and verify funding assumption allocations for the project(s).
- Review loan recipient's cost/finance/syndication certification package and prepare draft post-completion Subsidy Layering Review for OCD review and approval.
- Determine the final amount of CDBG funding required for the project(s).
- Conduct discussions with the loan recipient(s) as needed, regarding the transition from construction to asset management (i.e., proper setup of project operating accounts and project accounting for surplus cash).

Task (6): Asset Management Support

- Maintain all required accounting and financial reporting associated with the loan portfolio in accordance with all Program requirements as now in effect and as amended.
- Perform an annual analysis of audited financial statements and audited surplus cash statements submitted by loan recipients in order to validate the loan repayment amount due to OCD.
- Draft surplus cash analysis for OCD discussion and approval.
- Conduct an annual analysis on the performance of loans included in OCD's portfolio.
- Recommend any needed adjustments to loan payment amounts for OCD discussion and approval.
- Identify and evaluate potential compliance issues for OCD discussion and approval.
- Consult with OCD as needed in connection with non-compliant files and assist OCD to determine a course of action.

2.3 Deliverables

Requests for services from the OCD will be in the form of task orders that describe the scope of work, deliverables, budget, and schedule.

2.4 Functional Requirements

The OCD has received CDBG funds to implement the Programs. The use of the CDBG funds is detailed in the relevant Action Plans that may be viewed at http://www.doa.la.gov/Pages/ocd-dru/Action_Plans.aspx. The OCD requires the assistance of the selected Proposer(s) with performing Piggyback/ARP/Restore Louisiana, etc. functional support. No information technology systems or data base technologies will be need to be provided by the Contractor(s).

2.5 Project Requirements

The selected Contractor(s) will provide the following:

- a. Project Management: Oversight of all activities provided under the resulting Contract(s) is to be performed by the project director. Day-to-day direction, guidance, and decision making is to be performed by the project director and/or project manager.

- b. Monthly Meetings: The OCD may require formal monthly conferences no later than ten (10) business days following month end via teleconference or in person, at OCD's election, to discuss the progress of any work, problems encountered and proposed solutions.
- c. Reporting: OCD will require a monthly progress report describing the status of all work completed in the preceding month and/or all work requiring completion within ten (10) business days following month end.

Project Staff

The selected Contractor(s) shall provide adequate staffing in number and qualifications to successfully complete the Scope of Services in a timely fashion. The selected Contractor(s) will be responsible for the management of staff and subcontractors and all personnel issues related thereto. The OCD will provide direction with respect to program implementation, including policies and program guidance and procedures. However, the selected Contractor(s) will be responsible for their own internal processes to meet the OCD's program requirements. A full description of job classifications is provided in Section 1.8.2 of this RFP.

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PART 3: EVALUATION

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. The evaluation will be conducted according to the following.

The Evaluation Team will evaluate and score the proposals using the criteria and scoring as follows:

Criteria	Maximum Score
PHASE 1: TECHNICAL APPROACH	
Corporate Background and Experience	25
Approach and Methodology	15
Proposed Project Staff	35
TECHNICAL APPROACH SCORE	75
PHASE 2: COST PROPOSAL	
Cost Score	25
TOTAL PROPOSAL SCORE	100

The Evaluation Team will compile the scores and make a recommendation to the OCD's Executive Director on the basis of the responsive and responsible Contractor(s) with the highest score(s).

3.1 Technical Evaluation (75 Points)

Proposer must receive a minimum score of thirty-seven and one half (37.5) points, fifty percent (50%) of the total available points in the Technical Approach categories of 1) Corporate Background and Experience, 2) Approach and Methodology and 3) Proposed Project Staff to be considered responsive to the RFP. **Proposals not meeting the minimum score shall be rejected and not proceed to further Cost Proposal evaluation.**

The following criteria will be considered in evaluating each proposal:

1. **Corporate Background and Experience (25 points):** Specialized experience and technical competence of the firm, including the Proposer and any subcontractor(s), considering the type of services required. Prior experience with the state will be included.
2. **Approach and Methodology (15 points):** The approach to project management and quality assurance will be reviewed.
3. **Proposed Project Staff (35 points):** The knowledge, quality, and depth of experience of the proposed staff and any other personnel considered key to the success of this project through completed and ongoing efforts similar in nature to this effort and production resources available to meet the requirements described herein.

3.2 Cost Evaluation (25 Points)

Cost will be scored in accordance with Cost Proposal, Attachment III, using the total weighted hourly rates. Attachment III must be filled out completely, including all job classifications. The cost points will be awarded on the basis of the following formula:

The lowest cost Proposal will receive 100% of the available points

Remaining Proposals will receive points based on application of the following formula:

Cost Points = (Cost of Lowest Cost Proposal / Cost of Proposal Being Evaluated) times total Cost points

This can also be illustrated as:

$$A/B \times C = D$$

(A is the lowest proposed cost

B is the cost of the Proposal being graded

C is the maximum cost points being awarded

D is the number of cost points awarded to the cost Proposal being graded.

NOTE: Failure to complete and fill in all hourly rates in Attachment III, Cost Proposal Template, will result in the disqualification of the Proposal.

If any part of the Cost Proposal Template, Attachment III is:

- **Left blank;**
- **Multiple prices are proposed for any hourly rate; or**
- **Any changes are made to wording in the Cost Template,**

THE PROPOSAL WILL BE CONSIDERED NON-RESPONSIVE.

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PART 4: PERFORMANCE STANDARDS

4.1 Performance Requirements

See Part 2, Scope of Work/Services

4.2 Performance Measurement/Evaluation/Monitoring Plan

4.2.1 Performance Measures/Evaluation:

The performance of the Contract will be measured by the OCD Executive Director, or designee or successor. He/she is the State Program Manager (SPM), authorized on behalf of the State, to evaluate the Contractor's performance against the criteria in the Statement of Work.

4.2.2 Monitoring Plan

The OCD will monitor the Services provided by the Contractor(s) and the expenditures of funds under the Contract. The OCD contract monitor or his/her designee will be primarily responsible for the routine contact with the Contractor(s) and the monitoring of the Contractor's performance. Monitoring of performance under the Contract(s) will be conducted through tracking of progress as well as through regular meetings between the OCD and the Contractor(s) and any additional monitoring plans or performance standards developed by the OCD and agreed to by the Contractor(s).

Progress tracking will be accomplished through monthly tracking reports submitted in conjunction with. Analysis and comparison of percent work complete and amount invoiced to date for these items will provide the monitoring information necessary to ensure the continued successful performance of the Contractor(s).

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ATTACHMENT I: CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

OFFICIAL CONTACT. The State requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the contact name and fill in the information below: (Print Clearly)

Date: _____ Official Contact Name: _____

A. E-mail Address: _____

B. Phone Number with area code: _____ ()

C. US Mail Address: _____

Proposer certifies that the above information is true and grants permission to the State or Agencies to contact the above named person or otherwise verify the information provided.

By its submission of this proposal and authorized signature below, Proposer certifies that:

1. The information contained in its response to this RFP is accurate.
2. Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein.
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote is valid for at least *180 calendar* days from the date of the proposal submission deadline specified in the RFP.
5. Proposer understands that if selected as the successful Proposer, he/she will have *30 business days* from the date of delivery of final Contract in which to complete contract negotiations, if any, and execute the final contract document.
6. Proposer certifies, by signing and submitting a Proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in 2 CFR 200. (A list of parties who have been suspended or debarred can be viewed via the internet at www.sam.gov.)
7. There is no litigation or any suspension or debarment proceedings that could affect the services to be supplied in any contract resulting from this RFP, or a list of such litigation/ proceedings is attached to this Certification.
8. In the last ten (10) years, the Proposer has not filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, or if such proceedings exist, an explanation providing relevant details is attached.
9. There are no pending Securities Exchange Commission investigations involving the Proposer, or, if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) will impair the Proposer's performance in a contract under this RFP is attached.

ATTACHMENT I: CERTIFICATION STATEMENT

10. Proposer understands that, if selected as a Contractor, the Louisiana Department of Revenue (LDR) must determine that it is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the State and collected by the LDR. Proposer shall comply with R.S. 39:1624(A)(10) by providing its seven-digit LDR account number in order for tax payment compliance status to be verified.
11. Proposer further acknowledges its understanding that issuance of a tax clearance certificate by LDR is a necessary precondition to the approval of any contract by the Office of State Procurement. Agency reserves the right to withdraw its consent to any contract without penalty and proceed with alternate arrangements, should a prospective Contractor fail to resolve any identified outstanding tax compliance discrepancies with the LDR within seven (7) days of such notification.
12. There is no open or pending litigation initiated by Proposer or where Proposer is a defendant in a customer matter, or if such proceedings exist, an explanation providing relevant details is attached.
13. Proposer has no contracts currently in effect with any Louisiana governmental entity or a list of such contracts, including the contracting party, a short description of services, beginning and ending dates and contact name, title, phone and email for the contracting party is attached.
14. Proposer acknowledges their total responsibility for the entire Contract.
15. Proposer certifies and agrees that the following information is correct: In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminate business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.
16. Proposer certifies that the cost submitted was independently arrived at without collusion.

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____

State: _____

Zip: _____

SIGNATURE of Proposer's Authorized Representative

DATE

ATTACHMENT II: SAMPLE CONTRACT

STATE OF LOUISIANA

CONTRACT

PO# _____

The State of Louisiana, Division of Administration, Office of Community Development, hereinafter sometimes referred to as “OCD” or the “State”, and _____, hereinafter sometimes referred to as the “Contractor”, do hereby enter into a Contract under the following terms and conditions. Contractor and OCD may sometimes hereinafter be collectively referred to as the “Parties” and individually as a “Party.”

1. GENERAL AND ADMINISTRATIVE INFORMATION

The Contract addresses the Piggyback/ARP/Restore Louisiana Functional Support needed to facilitate the implementation of a broad range of programs administered by OCD. These services may also be requested by OCD to accommodate other federally funded (in whole or in part) disaster recovery or resilience/mitigation programs or initiatives, currently existing or yet to be defined, which OCD administers or has a stakeholder interest, including programs occurring as a result of past and future disasters. The Piggyback/ARP/Restore Louisiana programs currently administered by OCD and other programs yet to be defined are collectively known as the “Program”.

1.1 SCOPE OF SERVICES

Contractor hereby agrees to furnish services to State as specified in the Scope of Services, Attachment I. It is contemplated that Contractor will, from time to time, be requested by OCD, through its State Program Manager (SPM), to perform certain services for OCD. A full description of the Scope of Services and payment schedule is contained in the following attachments which are made a part of the Contract:

Attachment I: Scope of Services (See RFP Part 2, Scope of Work/Services)

Attachment II: Rate Schedule (See RFP Attachment III: Cost Proposal Template)

1.2 STATEMENT OF WORK

It is contemplated that Contractor will, from time to time, be requested by the OCD, through its duly authorized representatives, to perform certain Services for the OCD in furtherance of the Piggyback/ARP/Restore Louisiana functional support activities set forth in Attachment I. Each request will be in the form of a document authorizing the completion of certain services and shall describe in detail the services to be performed by Contractor. All services provided by the Contractor shall be governed by the terms and conditions of the Contract. The method of compensation shall be on a time basis using the rates set forth on the Rate Schedule attached to the Contract as Attachment II.

ATTACHMENT II: SAMPLE CONTRACT

The execution of the Contract is not intended nor shall it be construed to obligate the OCD to request any specific services or amount of services from the Contractor. The OCD retains the right to request whatever scope or level of services as it deems appropriate, so long as the services are within the scope of and are subject to the terms, conditions and limitations of the Contract.

The Contractor will begin to provide particular services at such time as shall be agreed upon between the Parties. The Contractor will perform all such services in a good and workmanlike manner and to the full and complete satisfaction of the OCD.

1.3 GOALS AND OBJECTIVES

The goals and objectives under this Contract include the following:

1. To support the rehabilitation and/or development of affordable and mixed-income multi-family rental housing on eligible sites in designated disaster impacted areas.
2. To obtain Program services which meet OCD's business requirements.

1.4 PERFORMANCE MEASURES

The performance of the Contract will be measured by the State Program Manager (SPM), who is authorized on behalf of the State to evaluate the Contractor's performance. The performance measures for the Contract shall include the successful performance and completion of the Contractor's obligations as provided in the resulting Contract and in each individual work order. Work orders will be monitored monthly to measure progress toward finalizing deliverables.

1.5 MONITORING PLAN

- a. The SPM will monitor the services provided by the Contractor and the expenditure of funds under the Contract.
- b. The SPM will be primarily responsible for the day-to-day contact with the Contractor and day-to-day monitoring of the Contractor's performance.
- c. The SPM will work to ensure all deliverables are delivered on or before the time scheduled for completion.
- d. The SPM will be responsible for review and acceptance of deliverables.
- e. The SPM will provide oversight of the implementation of the Scope of Services, Attachment I, to ensure quality, efficiency, and effectiveness in fulfilling the goals and objectives of the Program.

1.6 CONTRACTOR TASKS AND RESPONSIBILITIES

See Attachment I, Scope of Services (RFP Part 2, Scope of Work/Services)

1.7 DELIVERABLES

The Contract will be considered complete when the Contractor has delivered and State has accepted all deliverables specified in the Contract or added via work assigned by the SPM.

ATTACHMENT II: SAMPLE CONTRACT

1.8 SUBSTITUTION OF KEY PERSONNEL

Personnel identified in the proposal and other key personnel, including the Contractor's Program Director, assigned during the term of the Contract may not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is proposed. In the event that any Contractor personnel become unavailable due to resignation, illness or other factors which are beyond the Contractor's reasonable control, (excluding assignment to a project outside the Contract), the Contractor shall provide an equally qualified replacement in time to avoid delays in services or deliverables specified by the Contract or by the State Program Manager. The Contractor will make every reasonable attempt to assign the personnel listed in the submitted proposal.

2 ADMINISTRATIVE REQUIREMENTS

2.1 TERM OF CONTRACT

The Contract shall begin on September 5, 2021 and shall end September 4, 2024, unless terminated earlier in accordance with the provisions herein. Prior to the extension of the Contract beyond the initial thirty-six (36) month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) and/or other approval authorized by law shall be obtained. Written evidence of JLCB approval shall be submitted, along with the Contract amendment, to the Office of State Procurement (OSP) to extend the Contract terms beyond the initial 3-year term. The total Contract term, with extensions, shall not exceed five (5) years.

2.2 LICENSES AND PERMITS

Throughout the term of the Contract, the Contractor shall secure and maintain any and all licenses and permits required by law, as well as pay inspection fees required to perform the work required to complete this Contract.

2.3 STATE FURNISHED RESOURCES

State shall appoint a State Program Manager (SPM) for the Contract who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of the Contract, the assigned SPM shall be the principle point of contact on behalf of the State and will be the principle point of contact for Contractor concerning Contractor's performance under the Contract.

Regulatory applicability determinations made by the State or agreements made between various governmental agencies shall remain as the responsibility of the State. In no way shall Contractor be responsible for the technical, regulatory or legal veracity and acceptability of determinations made by the persons other than its agents, employees, or contractors. Such agreements, determinations and communications shall be provided to Contractor to facilitate completion of the Scope of Work.

State recognizes there may be a requirement under federal, state or local statutes or regulations to report the results of Contractor's findings to appropriate regulatory agencies. Contractor is not responsible for advising the State about the State's or others reporting obligations and State agrees

ATTACHMENT II: SAMPLE CONTRACT

that it or others shall be responsible for all reporting, unless Contractor has an independent duty to report under applicable law. In those situations, Contractor will provide State with advance notice that Contractor believes that it has an obligation to report as well as the substance of the report it intends to make.

The OCD will provide specific project information to the Contractor necessary to complete services described herein. All records, reports, documents and other material delivered or transmitted to the Contractor by the OCD shall remain the property of the OCD and shall be returned by the Contractor to the OCD, upon request, at termination, expiration or suspension of the Contract.

All records, reports, documents, or other material or data, including electronic data, related to the Contract and/or obtained or prepared by the Contractor, and all repositories and databases compiled or used, regardless of the source of information included therein, in connection with performance of the services contracted for herein shall become the property of the OCD, and shall, upon request, be returned by the Contractor to the OCD at termination or expiration of the Contract. Cost incurred by the Contractor to compile and transfer information for return to the OCD shall be billed on a time basis, subject to the maximum amount of the Contract. Software and other materials owned by The Contractor prior to the date of the Contract and not related to the Contract shall be and remain the property of The Contractor.

2.4 SECURITY

Contractor's personnel and subcontractors shall always comply with any applicable security regulations in effect at the State's premises, and externally for materials belonging to the State or to the Program. The State is responsible for providing written copies of the State's security regulations to the Contractor. The Contractor is responsible for reporting any known breach of security to the State promptly.

Contractor shall monitor the effectiveness of all required and agreed upon production security controls and promptly notify the State's information security team as soon as becoming aware of an actual or suspected:

- system or application compromise; or
- control failure; or
- unauthorized access or modification of a State system, application, data, content, or service.

Note: State Information Security Policy located at the link below.
<http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx>

2.5 TAXES

Contractor is responsible for payment of all applicable taxes from the funds to be received under the Contract. Contractor's federal tax identification number is _____, DUNS number _____, and state tax identification number _____.

Before the Contract may be approved, La. R.S. 39:1624(A)(10) requires the Office of State Procurement to determine that the Contractor is current in the filing of all applicable tax returns and reports and in the payment of all taxes, interest, penalties, and fees owed to the State and collected by the Department of Revenue. The Contractor shall provide its seven-digit LDR

ATTACHMENT II: SAMPLE CONTRACT

Account Number to the State for this determination. The State's obligations are conditioned on the Contractor resolving any identified outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification. If the Contractor fails to resolve the identified outstanding tax compliance discrepancies within seven days of notification, then the using agency may proceed with alternate arrangements without notice to the Contractor and without penalty.

3 CONFIDENTIALITY

All financial, statistical, personal, technical and other data and information relating to the State's operation and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph.

The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the Contract, or is rightfully obtained from third parties.

All of the reports, information, data, et cetera, prepared or assembled by Contractor under this Contract are confidential and Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the OCD. This does not extend to information that was obtained from the public domain such as public agencies or sources of information available to the general public. Under no circumstance shall the Contractor discuss and/or release information concerning this project without prior express written approval of OCD. The obligations under Section 3 and its Subsections shall survive the termination or expiration of the Contract.

3.1 CONFIDENTIAL INFORMATION OF APPLICANTS

All information (including, but not limited to, an applicant's photograph or photographic likeness) acquired by the Contractor or its subcontractors, from whatever source, relating to individual applicant's application and related processing for any grant, or other Program administered under this Contract ("Confidential Applicant Data") shall be deemed confidential and protected from access, disclosure or use other than in compliance with this Contract. Confidential Applicant Data is included within the term Confidential Information and shall be entitled to all protections provided Confidential Information, as well as all other increased protections provided herein.

Summaries of applicant information compiled in an aggregate fashion which cannot be used to identify an individual may be reported as directed by the State by the Contractor in its performance of this Contract.

Other than as directed in writing by the State, only the Contractor's employees and subcontractors' employees with a defined need to know (established in the written protocols and procedures

ATTACHMENT II: SAMPLE CONTRACT

specified in 3.2 below) shall be granted access to Confidential Applicant Data and only after they have been informed of the confidential nature of the Confidential Applicant Data. The level of access of such individuals shall be dictated by the level of their defined need to know.

3.2 STATE'S PROCEDURAL REQUIREMENTS

The State has provided to the Contractor: (a) the State Information Security Policy and (b) the Procedures for Information Requests from Restore Database or Open Records Requests. As mutually agreed by the Parties, the Contractor shall implement these policies and procedures, including revisions thereto, as well as the Contractor's own policies and procedures and other appropriate technical, physical and administrative safeguards in order to protect Confidential Information against accidental or unlawful destruction or accidental loss, alteration, unauthorized use, disclosure of access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of use. The Contractor shall submit its written policies and procedures required under this part to the State for approval. As the State may revise its policies and procedures, the Contractor shall continue to provide the necessary updates and upgrades for compliance with Section 3 and the Subsections thereof. The obligations under Section 3 are in addition to, and not in place of, the items outlined in Attachment I: Scope of Services.

3.3 DUTIES TO MONITOR AND REPORT SECURITY BREACH OR UNAUTHORIZED RELEASE, USE OR RELEASE OF INFORMATION

The Contractor and its subcontractors shall implement monitoring plans to detect unauthorized access to or use of Confidential Information or any attempts to gain unauthorized access to Confidential Information. The Contractor and its subcontractors shall provide State Program Manager (SPM) with immediate notification (not more than 24 hours) of the Contractor's awareness of any security incident ("Security Incident") involving Confidential Information. The reference to Security Incident herein may include, but not be limited to the following: successful attempts at gaining unauthorized access to Confidential Information or the unauthorized use of a system for the processing or storage of Confidential Information, or the unauthorized use or disclosure, whether intentional or otherwise, of Confidential Information.

In the event of unauthorized access to or disclosure of information, the Contractor, as well as any subcontractor, involved in a Security Incident, shall consult with the State regarding the necessary steps to address the factors giving rise to the Security Incident and to address the consequences of such Security Incident.

Nothing in this Contract shall be deemed to affect any rights an individual applicant may have under any applicable state or federal law concerning the unauthorized access, use or disclosure of Confidential Applicant Data.

3.4 THIRD PARTY REQUESTS FOR RELEASE OF INFORMATION

Should third parties request the Contractor to submit Confidential Information to them pursuant to a public records request, subpoena, summons, search warrant or governmental order, the Contractor will notify the State immediately upon receipt of such request. Notice shall be forwarded via e-mail and via facsimile to the representative designated in writing by the State as the State contact for requests for release of information. Protocols for the handling of such requests are found in the Procedures for Information Requests from Restore Database or Open Records

ATTACHMENT II: SAMPLE CONTRACT

Requests, as promulgated or as hereafter modified by the State. The Contractor shall cooperate with the State with respect to defending against any such requested release of information or obtaining any necessary judicial protection against such release if, in the opinion of OCD, the information contains Confidential Information which should be protected against such disclosure. The actual legal fees and related expenses incurred by the Contractor or its subcontractor in resisting the release of information under this provision shall constitute reimbursable expenses under this Contract.

Legal service fees of law firms associated with this Section may not be “marked up” by the Contractor as it is against the law for a non-law firm to share in legal fees.

3.5 SUBCONTRACT AGREEMENTS

The Contractor shall require agreements with all subcontractors include the provisions of Confidentiality, Section 3 and its Subsections. OCD shall be provided copies of such subcontractor agreements upon request. All subcontractor agreements will follow the provisions of this Contract and incorporate same by reference.

3.6 NON-CONFIDENTIAL DATA AND DATA OBTAINED FROM THIRD PARTIES

In the event Confidential Applicant Information is or becomes part of the public domain, other than as a result of a Security Incident, the Contractor and subcontractors shall continue to treat such information as private and avoid the unnecessary use or release of such information unrelated to the performance under the Contract. The State agrees that some portions of Confidential Applicant Data may be obtained from insurance companies and other third parties.

3.7 LIMITATIONS ON COPYING; DELIVERY OF CONFIDENTIAL INFORMATION TO THE STATE; DESTRUCTION OF DATABASE; OBLIGATIONS AGAINST USE AND DISCLOSURE

No copies or reproductions shall be made of any Confidential Information except to effectuate the purposes of this Contract or upon the prior approval of the State. The Contractor and subcontractors shall not make use of any Confidential Information for their own benefit or for the benefit of any third party, except as directed by the State in writing.

In accordance with Section 30 of the Contract, as between the Contractor and the State, all Confidential Information is deemed to be the property of the State.

Upon termination or expiration of the Contract, all databases and other storage media containing Confidential Applicant Data shall be delivered to the State, who shall retain such information for the periods of time then required in accordance with any applicable state and federal statutes and regulations controlling such record retention. The Contractor and subcontractors shall not keep any copies of the Confidential Applicant Data in any medium format; upon delivery of the Confidential Applicant Data to the State under this provision, the Contractor and applicable subcontractors shall certify under penalty of perjury that no copies of the Confidential Applicant Data have been retained. Any exceptions to this provision must be approved in writing by SPM, and shall set forth the scope of the data required to be retained, the reasons justifying such retention, and the terms and conditions of such retention.

ATTACHMENT II: SAMPLE CONTRACT

4 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

The Contractor will not be paid more than the maximum amount of the Contract. In consideration of the services required by the Contract, State hereby agrees to pay to Contractor a maximum amount of \$_____.

4.1 PAYMENT TERMS

Payments are predicated upon successful completion and written approval by OCD of the described services and deliverables as provided in the Contract. Contractor will not be paid more than the maximum amount of the Contract. No payments will be made by OCD on banking or State holidays. Invoices shall be submitted on a monthly basis using a standard invoice format provided by OCD. Invoices shall be organized so that services associated with program administration services and/or individual work orders are clearly identified in separate detailed listings of charges.

Payment of invoices must be approved by the State Program Manager and the Financial Manager of the of OCD or designee. The State will make every reasonable effort to make payments within thirty (30) work days of receipt of invoice. If invoices are disputed or clarifications are required, OCD will notify the Contractor of its questions and Contractor shall make a reasonable effort to respond to such questions within five (5) business days.

It is understood that should Contractor fail to submit invoices within sixty (60) days following the end of each month, the State shall not be responsible for payment thereof under the Contract or in quantum meruit, unless an exception is granted by the SPM prior to the end of the sixty (60) day period. Any exception granted by the SPM may include a twenty-five (25%) reduction to the amount of the invoice submitted late.

Invoices shall be submitted to Office of Community Development, P.O. Box 94095, Baton Rouge, LA 70804-9095.

Prohibition against Advance Payments: No compensation or payment of any nature will be made in advance of services actually performed.

4.2 PAYMENT FOR SERVICES PROVIDED ON AN HOURLY FEE BASIS

Payment for services performed on an hourly fee basis will be made based on invoices submitted to the State documenting hours expended multiplied by the applicable hourly rate. All invoices will be supported by documentation including, but not limited to, the name of the person, labor description, hours worked, function, billable rate, description of work provided and such other information as determined by the SPM. Contract personnel will work a maximum of 40 hours per week onsite to complete the assigned tasks. Any hours above 40 per week may require approval by the SPM and will paid at the same agreed-upon billing rate listed in Attachment II, Rate Schedule (See Attachment III, Cost Proposal Template of the RFP).

Contractor will be paid the appropriate hourly rate while on authorized in-state field travel on behalf of OCD under the resulting contract(s). Contractor will be paid fifty percent (50%) of the appropriate hourly rate while on authorized out-of-state travel on behalf of OCD under the

ATTACHMENT II: SAMPLE CONTRACT

resulting contract(s). In addition, Contractor will be paid travel expenses in accordance with PPM 49 for travel authorized by OCD.

Hourly rates will be invoiced in accordance with the rate schedule in in Attachment II, Rate Schedule (See Attachment III, Cost Proposal Template of the RFP). and shall not exceed the maximum amount of the Contract. The hourly rates in Attachment II, Rate Schedule (See Attachment III, Cost Proposal Template of the RFP) are made part of the Contract and will remain in effect for the term of the Contract. Other than travel expenses and authorized reimbursable expenses under Section 3.4, Attachment II, Sample Contract, no expenses will be paid under the contract.

4.3 NO GUARANTEE OF QUANTITIES

The scope and quantities referenced in the Contract are estimated to be the amount needed. The State does not obligate itself to contract for or to accept more than its actual requirements during the period of the Contract, as determined by actual needs and availability of appropriated funds. The State reserves the right to increase or decrease quantities, as appropriate, at the prices stated in the Contract. Contractor has no right to any amount of work to be assigned under the Contract.

4.4 PENALTIES

For each deliverable due date in a work order agreed to by SPM and Contractor, a penalty of \$500 per day will be assessed for each business day that the deliverable exceeds the agreed upon due date. The penalty will be assessed against accounts payable to the Contractor under the Contract. The penalty shall be limited to the dollar amount for the deliverable delayed, agreed to by both the Contractor and OCD, or \$1,000, whichever is less. In the event that penalties exceed payments due to the Contractor, the Contractor shall remit the balance to OCD. The Contractor shall not be assessed a penalty for delays due to circumstances not subject to its control.

Penalties under this Section are for performance purposes and do not represent any form of damage payment.

5 TERMINATION

5.1 TERMINATION FOR CAUSE

State may terminate the Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time specified in the Contract will constitute a default and may cause cancellation of the Contract. Where the State has determined the Contractor to be in default, the State reserves the right to obtain any or all products or services covered by the Contract on the open market and to charge the Contractor with cost in excess of the Contract price. Until such assessed charges have been paid, no subsequent offer from the defaulting Contractor will be considered.

ATTACHMENT II: SAMPLE CONTRACT

Contractor may terminate the Contract for cause based upon the failure of State to comply with the terms and/or conditions of the Contract; provided that the Contractor shall give the State written notice specifying the State's failure. If within thirty (30) days after receipt of such notice, the State shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the Contractor may, at its option, place the State in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time specified in the Contract will constitute a default and may cause cancellation of the Contract. Contractor shall be paid for all authorized services properly performed prior to termination.

Any payment to Contractor shall be limited to the compensation provided in this paragraph. Contractor shall not be entitled to any other compensation, lost profits, lost revenue or damages.

5.2 TERMINATION FOR CONVENIENCE

State may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. Contractor shall be entitled to payment for deliverables in progress; to the extent work has been performed as required by the Contract. Contractor shall not be entitled to any other compensation, lost profits, lost revenue or damages.

5.3 TERMINATION FOR NON-APPROPRIATION OF FUNDS

The continuation of the Contract is contingent upon the appropriation of funds to fulfill the requirements of the Contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated. Contractor shall not be entitled to lost profits, lost revenue or any other compensation or damages.

6 INDEMNIFICATION

6.1 GENERAL INDEMNITY LANGUAGE

Neither Party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The Parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under the Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State of Louisiana, all state Departments, Agencies, Boards and Commission, its officers, agents, servants, employees and volunteers, from and against all suits, claims, actions, damages, expenses and liability of every name and description relating to personal injury or death of any person and damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of the Contractor, its agents,

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employees, servants, partners or subcontractors, without limitation, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all state Departments, Agencies, Boards, Commission, its officers agents, servants, employees and volunteers.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling of and expenses for all claims.

6.2 INDEMNITY RELATING TO USE OF PROTECTED PROCESS OR PRODUCT

Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require. The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: (i) Authorized User's unauthorized modification or alteration of a Product; (ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; and (iii) Authorized User's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion, as the Authorized User's and the State's exclusive remedy, to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

Neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings. The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against

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the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

7 CONTRACT CONTROVERSIES

Any claim or controversy arising out of the Contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1672.2-1672.4.

8 FUND USE

Contractor agrees not to use Contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

Contractor and all subcontractors shall certify that they have complied with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor and each subcontractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any federal award.

9 ASSIGNMENT

No Contractor shall assign any interest in the Contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning to a bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

Except as stated in the preceding paragraph, Contractor shall only transfer an interest in the Contract by assignment, novation, or otherwise, with prior written consent of the State. The State's written consent of the transfer shall not diminish the State's rights or the Contractor's responsibilities and obligations.

10 RIGHT TO AUDIT

Contractor shall grant to the Office of the Legislative Auditor, Inspector General's Office, the Federal Government (including HUD, FEMA, HUD-OIG, FEMA-OIG, the Comptroller General), the Division of Administration, the OCD or others so designated by them, and any other duly authorized agencies of the State the right to inspect, examine, audit, review and make excerpts or transcripts of all relevant data and records for a period of five (5) years after the closeout of OCD's federal grant(s) providing the funds for the Contract. Contractor will be notified of grant closeout date(s) by OCD.

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Records, including direct read access to databases and all tables, shall be made available during normal working hours for this purpose.

In the event that an examination of records results in a determination that previously paid invoices included charges which were improper or beyond the scope of the Contract, Contractor agrees that the amounts paid to the Contractor shall be adjusted accordingly, and that the Contractor shall within thirty (30) days thereafter issue a remittance to State of any payments declared to be improper or beyond the scope of the Contract. The State may offset the amounts deemed improper or beyond the scope of the Contract against Contractor's outstanding invoices, if any.

Failure of the Contractor and/or its subcontractor to comply with the above audit requirements will constitute a violation of the Contract and may, at the OCD's option, result in the withholding of future payments and/or return of funds paid under the Contract.

11 CONTRACT MODIFICATION

No amendment or variation of the terms of the Contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.

12 SUBCONTRACTORS

The Contractor may, with prior written permission from the State, enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of neither the Contractor nor the subcontractor to the State and/or Agency for any breach in the performance of the Contractor's or subcontractor duties. Contingent on verification that no subcontractor has been debarred, the State hereby approves the following subcontractors to provide or perform any part of the services under the Contract as provided for in the Proposal:

(Insert list of subcontractors)

Subcontracts shall not include language which restricts the Contractor's obligation to pay for services performed or materials provided under a subcontract to when the Contractor has been paid under the Contract, except for circumstances where the reason for the lack of payment to the Contractor is due to deficient performance or lack of performance by the particular subcontractor from which the Contractor seeks to withhold payment. In the event a subcontract contains such language in contravention of this requirement, Contractor shall not enforce such language.

13 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor and its subcontractors shall abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; Federal Executive Order 11246 as amended; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968 as amended; Section 109 of the Housing and Community Development Act of 1974; the requirements of the Americans with Disabilities Act of 1990; 41 CFR 60-4 et seq.; 41 CFR 60-1.4; 41 CFR 60-1.8; 24 CFR Part 35; the Flood Disaster

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Protection Act of 1973; and Federal Labor Standards Provisions (form HUD-4010), as well as all applicable provisions not mentioned are deemed inserted herein.

The Contractor and its subcontractors shall not discriminate unlawfully in its employment practices, and will perform its obligations under the Contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disabilities or age.

Any act of unlawful discrimination committed by the Contractor or its subcontractors, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the Contract or other enforcement action.

14 PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL

In accordance with La. R. S 39:1602.1, for any Contract for \$100,000 or more and for any contractor with five or more employees, Contractor, or any subcontractor shall certify it is not engaging in a boycott of Israel, and shall, for the duration of the Contract, refrain from a boycott of Israel.

The State reserves the right to terminate the Contract if the Contractor, or any subcontractor, engages in a boycott of Israel during the term of the Contract.

15 SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under Section 109 of Title I of the Housing and Community Development Act of 1974. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

16 GENERAL COMPLIANCE

The Contractor will comply with all applicable Federal, state, and local laws and Codes, and all applicable Office of Management and Budget Circulars, <https://www.whitehouse.gov/omb/information-for-agencies/circulars/>.

17 FINANCIAL MANAGEMENT

Contractor shall agree to comply with 2 CFR § 200 and agree to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. Indirect costs may not be charged under the Contract.

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18 DOCUMENTATION AND RECORD KEEPING

The Contractor shall maintain all records required by the federal regulations specified in 2 CFR §200 that are pertinent to the activities to be funded as proposed. The Contractor is responsible for having all subcontractors maintain all records required by the federal regulations specified in 2 CFR §200, which are pertinent to the activities to be funded as proposed.

The Contractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Contract for a period of five (5) years after closeout of OCD's federal grant(s) providing the funds for the Contract. Contractor will be notified of grant closeout date(s) by OCD. The Contractor is responsible for having all subcontractors retain all financial records, supporting documents, statistical records, and all other pertinent records for this same period.

19 PROHIBITED ACTIVITY

Contractors are prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, inherently religious activities, lobbying, political patronage, and nepotism activities. The Contractor is responsible for ensuring that all subcontractors understand and comply with the prohibitions from using funds provided herein or personnel employed in the administration of the program for political activities, inherently religious activities, lobbying, political patronage, and nepotism activities.

19.1 HATCH ACT

Contractor shall comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

20 CONFLICT OF INTEREST

In accordance with the conflict of interest provisions and other related regulations contained in 24 CFR §570.611, 24 CFR §84.42, and 24 CFR §570.603, the Contractor shall warrant that based on reasonable inquiries and due diligence to the best of its knowledge no member, officer, or employee of Contractor, or agents, consultant, member of the governing body of Contractor or the locality in which the program is situated, or other public official who exercises or has exercised any functions or responsibilities with respect to the Contract during his or her tenure, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Program or the Contract or in any activity or benefit, which is part of the Contract. Similarly, the Contractor and subcontractors should have no conflicts of interest with respect to any litigation or administrative proceedings involving HUD, OCD or other CDBG grantees whether as a party, representative, or other capacity.

However, upon written request of Contractor, the State may in its sole discretion agree in writing to grant an exception for a conflict otherwise prohibited by this provision, following any process as required by the above citations, and the State determines that the actual or potential conflict may be avoided or mitigated. No such request for exception shall be made by Contractor, which would, in any way, permit a violation of state or local law or any statutory or regulatory provision.

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21 LABOR STANDARDS

Contractor shall agree to comply with the requirements of 29 CFR Part 5 and CFR Part 30 and shall be in conformity with Executive Order 11246, entitled “Equal Employment Opportunity”; Copeland “Anti-Kickback” Act (29 CFR Part 3), the Davis-Bacon and Related Acts (29 CFR Parts 1, 3 and 5), the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), 24 CFR 570.603, and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of the Contract.

22 ENVIRONMENTAL CONDITIONS

Contractor shall comply, insofar as they apply to the performance of the Contract, with all applicable environmental standards, orders or regulations issued pursuant to HUD Environmental Review Procedures, 24 CFR Part 58. Contractor shall also comply with the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). The OCD recognizes that the Contractor is not responsible for environmental or safety compliance that grant recipients and their contractors may be subject to that are outside of the scope of services to be conducted under the Contract.

23 HISTORIC PRESERVATION

Contractor shall assist the Office of Community Development in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), E.O. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.).

24 UNIFORM RELOCATION ACT

Contractor will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal and federal-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.

25 CLOSE-OUTS

Contractor shall agree to comply with the requirements of 24 CFR §570.509 for project closure. Contractor’s obligation to OCD shall not end until all close out requirements are complete. These may include but are not limited to:

1. Final performance or progress report
2. Final request for payment
3. Federally-owned property report
4. Disposing of program assets

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26 INSURANCE

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI. This rating requirement shall be waived for Worker's Compensation coverage only.

Contractor's Insurance: The Contractor shall not commence work under the Contract until he/she has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written, authorized insurance brokers of the Insurance Company written, or countersigned by an authorized Louisiana State agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any subcontractor to commence work on his/her subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced.

The Contractor shall purchase and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the total Contract amount.

Minimum Scope and Limits of Insurance

Workers' Compensation: Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers' compensation coverage only.

The Contractor shall maintain during the life of the contract Workers' Compensation Insurance for all of the Contractor's employees employed in the performance of the Contract. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the Contract is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

Commercial General Liability Insurance: Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

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The Contractor shall maintain during the life of the Contract the Commercial General Liability Insurance described above which shall protect her/him during the performance of work covered by the Contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Contract, whether such operations be by herself/himself or by a subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to the State. Such insurance shall include the State as additional insured for claims arising from or as the result of the operations of the Contractor or its Subcontractors.

Professional Liability (Errors and Omissions): Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under the Contract. It shall provide coverage for the duration of the Contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the Contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed.

Automobile Liability: Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and accepted by OCD. The Contractor shall be responsible for all deductibles and self-insured retentions.

26.1 OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

A. Commercial General Liability, Automobile Liability Coverages – OCD, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to OCD.

The Contractor's insurance shall be primary as respects the OCD, its officers, agents, employees and volunteers for any and all losses that occur under the Contract. Any insurance or self-insurance maintained by the OCD shall be excess and non-contributory of the Contractor's insurance.

B. Workers' Compensation and Employers Liability Coverage – To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the OCD, its officers,

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agents, employees and volunteers for losses arising from work performed by the Contractor for the OCD.

- C. All Coverages** – All policies must be endorsed to require thirty (30) days written notice of cancellation to the OCD. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify OCD of policy cancellations or reductions in limits.

The acceptance of the completed work, payment, failure of the OCD to require proof of compliance, or OCD's acceptance of a non-compliant certificate of insurance shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.

The insurance companies issuing the policies shall have no recourse against the OCD for payment of premiums or for assessments under any form of the policies.

Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the OCD, its officers, agents, employees and volunteers.

- D. Acceptability of Insurers** – All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of A-:VI or higher. This rating requirement may be waived for workers' compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within thirty (30) days.

- E. Verification of Coverage** - Contractor shall furnish OCD with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by OCD before work commences and upon any Contract renewal or insurance policy renewal thereafter.

The Certificate Holder shall be listed as follows:

State of Louisiana
Office of Community Development, Its Officers, Agents, Employees and Volunteers
617 N. Third Street, 6th Floor
Baton Rouge, La 70802
Piggyback/ARP/Restore Louisiana Functional Support

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. OCD reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain required insurance, the Contract, at the election of the OCD, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the Contract.

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- F. Subcontractors** - Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. Exceptions to the insurance requirements prescribed herein may be made with the written approval of OCD. Contractor shall furnish OCD with Certificates reflecting proof of required coverage for all first tier subcontractors. OCD reserves the right to request copies of all subcontractor's Certificates at any time.
- G. Workers Compensation Indemnity-** In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of the Contract.

27 SECTION 3 COMPLIANCE IN EMPLOYMENT AND TRAINING

The work to be performed under the Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to the Contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of the Contract, the parties to the Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the

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subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.

Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of the Contract for default, and debarment or suspension from future HUD assisted contracts.

With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under the Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to the Contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

28 APPLICABLE LAW

The Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP (if applicable); and the Contract. Exclusive venue of any action brought with regard to the Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

29 DRUG-FREE WORKPLACE REQUIREMENT

At the time of execution, Contractor and, each tier of subcontractors, certify that they have provided a drug-free workplace in compliance with The Drug-Free Workplace Act of 1988 (42 U.S.C. 701).

30 OWNERSHIP OF DOCUMENTS

All records, reports, documents, or other material or data, including electronic data, related to the Contract and/or obtained or prepared by Contractor, and all repositories and databases compiled or used, regardless of the source of information included therein, in connection with performance of the services contracted for herein shall become the property of the OCD, and shall, upon request, be returned by Contractor to the OCD at termination or expiration of the Contract. Cost incurred by Contractor to compile and transfer information for return to the OCD shall be billed on a time and materials basis, is subject to the maximum amount of the Contract. Software and other materials owned by Contractor prior to the date of the Contract and not related to the Contract shall be and remain the property of Contractor. The OCD will provide specific project information to Contractor necessary to complete services described herein.

ATTACHMENT II: SAMPLE CONTRACT

All records, reports, documents and other material delivered or transmitted to Contractor by the OCD shall remain the property of the OCD and shall be returned by Contractor to the OCD, upon request, at termination, expiration or suspension of the Contract.

31 DELAY OR OMISSION

No delay or omission in the exercise or enforcement of any right or remedy accruing to a Party under the Contract shall impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring. The waiver of any condition or the breach of any term, covenant, or condition herein or therein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant or condition herein or therein contained.

32 ELIGIBILITY STATUS

At the time of execution, Contractor, and each tier of subcontractors, certify that they are not on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 2 CFR part 2424.

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to the General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts.

33 LEGAL AUTHORITY

Contractor assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, giving the Contractor legal authority to enter into the Contract, receive funds, authorized by and to perform the services the Contractor is obligated to perform under the Contract.

34 ENERGY EFFICIENCY

Contractor shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act to the extent applicable to Contractor and its subcontractors. The OCD will provide such standards and policies to Contractor as a pre-condition of this stipulation.

35 COVENANT AGAINST CONTINGENT FEES

Contractor shall warrant that no person or other organization has been employed or retained to solicit or secure the Contract upon contract or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, the State shall have the right to annul the Contract without liability or, in its discretion, to deduct from the Contract or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee, or to seek such other remedies as legally may be available.

ATTACHMENT II: SAMPLE CONTRACT

36 CODE OF ETHICS/DISASTER RECOVERY CONTRACT PROHIBITIONS

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in the Contract. The Contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of the Contract.

In addition to the Louisiana Ethics Code, the Contractor and all its subcontractors must additionally comply with R.S. 42:114.3, which prohibits participation (either directly or through a subcontractor relationship) in the Contract by any statewide elected officials, legislators, the commissioner of administration, and the chief of staff or executive counsel to the governor, and any of their spouses, and any corporation, partnership, or other legal entity in which any such person owns at least five (5%). Compliance of a subcontractor will be determined based on the value of the Contract between the State and Contractor.

37 SEVERABILITY

If any term or condition of the Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of the Contract are declared severable.

38 ENTIRE AGREEMENT CLAUSE

The Contract, together with the RFP and addenda issued thereto by the State, the Proposal submitted by the Contractor in response to the State's RFP, and any exhibits specifically incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter, superseding all negotiations, prior discussions and preliminary agreements related hereto or thereto. There is no representation or warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in the Contract.

39 ORDER OF PRECEDENCE

The Contract shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the Contract, excluding the Request for Proposals, its amendments and the Contractor's Proposal; second priority shall be given to the provisions of the Request for Proposals and its amendments; and third priority shall be given to the provisions of the Proposal.

40 NOTICES

Any notice required or permitted to be given under or in connection with the Contract shall be in writing and shall be either hand-delivered or mailed, postage prepaid by first-class mail, registered or certified, return receipt requested, or delivered by private, commercial carrier, express mail, such as Federal Express, or sent by, telecopy or other similar form of rapid transmission confirmed by written confirmation mailed (postage prepaid by first-class mail, registered or certified, return receipt requested or private, commercial carrier, express mail, such as Federal Express) at substantially the same time as such rapid transmission. All such communications shall be

ATTACHMENT II: SAMPLE CONTRACT

transmitted to the address or numbers set forth below, or such other address or numbers as may be hereafter designated by a Party in written notice to the other Party compliant with this Section.

To OCD:

Executive Director
Division of Administration
Office of Community Development
P.O. Box 94095
Baton Rouge, LA 70804

To Contractor:

41 NO THIRD PARTY BENEFICIARIES

The Contract does not create, nor is it intended to create, any third party beneficiaries or contain any stipulations pour autrui. The State and the Contractor are and shall remain the only parties to the Contract and the only parties with the right to enforce any provision thereof and shall have the right, without the necessity of consent of any third party, to modify or rescind the Contract.

The services under the Contract and all reports and deliverables issued hereunder are for the sole use and reliance of the State, unless expressly agreed in writing by the State and Contractor. This section does not affect the indemnity and insurance obligations under the Contract.

42 PUBLIC COMMUNICATIONS

The Contractor shall not issue any public communications regarding the Program and/or Contractor's activities under the Contract without the prior consent of OCD. All publications, press releases, articles, media requests/interviews or other forms of public communication must be submitted to OCD for approval prior to issuance. Furthermore, the Contractor must receive prior written approval from OCD prior to participating in oral presentations or presenting/distributing printed materials regarding the Program and/or the Contractor's activities under the Contract at any conferences, symposiums or topical meetings/gatherings of a similar nature.

The Contractor shall coordinate activities regarding the Program with the relevant OCD personnel, such as OCD personnel in the housing, environmental, labor, monitoring and compliance, legal and finance sections.

The Contractor shall not have any communication with federal or other state and/or local government agencies regarding the Program and/or the Contractor's activities under the Contract without the prior consent of OCD.

Any breach of the aforementioned terms and conditions shall constitute grounds for immediate termination of the Contract and the Contractor's forfeiture of outstanding financial obligations pursuant to the Program and the Contractor's activities under the Contract.

ATTACHMENT II: SAMPLE CONTRACT

43 SAFETY

Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages of property, either on or off the worksite, which occur as a result of its performance of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by 29 CFR 1925, shall be observed and Contractor shall take or cause to be taken such additional safety and health measures as Contractor may determine to be reasonably necessary.

44 COPYRIGHT

No materials, to include but not limited to reports, maps, or documents produced as a result of the Contract, in whole or in part, shall be available to Contractor for copyright purposes. Any such material produced as a result of the Contract that might be subject to copyright shall be the property of the OCD and all such rights shall belong to the OCD.

45 PROVISION REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in the Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the request of either Party the Contract shall forthwith be amended to make such insertion or correction.

46 NO AUTHORSHIP PRESUMPTIONS

Each of the Parties has had an opportunity to negotiate the language of the Contract in consultation with legal counsel prior to its execution. No presumption shall arise or adverse inference be drawn by virtue of authorship, and each Party hereby waives the benefit of any rule of law that might otherwise be applicable in connection with the interpretation of the Contract, including but not limited to any rule of law to the effect that any provision of the Contract shall be interpreted or construed against the Party that (or whose counsel) drafted that provision. The rule of no authorship presumption set forth in this paragraph is equally applicable to any Person that becomes a Party by reason of assignment and/or assumption of the Contract and any successor to a signatory Party.

47 ADVERTISING

The Contractor shall not refer to the Contract or the Contractor's relationship with the State hereunder in commercial advertising or press releases without prior approval from the State.

Under no circumstances shall advertising or other communications with the media be presented in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed by the State.

48 WAIVER OF NON-COMPETITION ENFORCEMENT

Contractor agrees to waive enforcement of each and every Contract provision it may have restraining of Contractor's employees, any tier of subcontractors, or any of their employees, from employment or contracting with the State or any contractor/subcontractor thereof.

ATTACHMENT II: SAMPLE CONTRACT

49 CONTRACTOR'S COOPERATION

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if the Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit and shall not withhold State-owned documents.

50 E-VERIFY

Contractor acknowledges and agrees to comply with the provisions of La. R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under the Contract.

51 CONTRACT APPROVAL

The Contract is not effective until executed by all parties and approved in writing by the Office of State Procurement, in accordance with LSA-R.S.39:1595.1.

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ATTACHMENT II: SAMPLE CONTRACT

THUS DONE AND SIGNED by the Parties on the dates set forth below but effective as of the date given above.

By: _____

Name: _____

Title: _____

Date: _____

OFFICE OF COMMUNITY DEVELOPMENT

By: _____

Name: Desireé Honoré Thomas

Title: Assistant Commissioner

Date: _____

DIVISION OF ADMINISTRATION

By: _____

Name: _____

Title: _____

Date: _____

CONTRACTOR

ATTACHMENT III: COST PROPOSAL TEMPLATE

Instructions: Complete the table in this section using the format provided below. The hourly rate identified for each personnel title will be added together by OCD to determine the total hourly rate. The hourly rates proposed in response to this RFP shall be guaranteed for the term of any resulting contract(s). OCD requires the same or lower negotiated rates for the entire contract term and any option period(s).

Contractor(s) will also be paid the appropriate hourly rate while on authorized in-state field travel on behalf of OCD under the resulting contract(s). Contractor(s) will be paid fifty percent (50%) of the appropriate hourly rate while on authorized out-of-state travel on behalf of OCD under the resulting contract(s). In addition, Contractor(s) will be paid travel expenses in accordance with PPM 49 for travel authorized by OCD. Other than travel expenses and authorized reimbursable expenses under Section 3.4, Third Party Requests for Release of Information, Attachment II, Sample, no expenses will be paid under the contract.

No overtime rates will be paid by OCD.

If any part of the Cost Proposal Template, Attachment III is:

- Left blank;
- Multiple prices are proposed for any hourly rate; or
- Any changes are made to wording in the Cost Template,

THE PROPOSAL WILL BE CONSIDERED NON-RESPONSIVE

PERSONNEL TITLE	HOURLY RATE*
Project Director	\$
Consultant 1	\$
Consultant 2	\$
Total Hourly Rate	To be filled in by OCD

*Hourly Rates proposed by each Proposer for work time. Proposed hourly rates should be reasonable and commensurate with hourly rates charged by similarly qualified professionals.

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